

PRIVATE & CONFIDENTIAL
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Network Rail

Revised Terms & Conditions

Maintenance Employees

This document applies only to those individuals who are on former IMC Terms and Conditions of Employment and also those individuals who have subsequently transferred to Network Rail under the TUPE arrangements.

Supervisors, Technical and Administrative staff are covered by separate documents.

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1. SCOPE

- 1.1 This document outlines proposals in relation to the standardisation of Terms and Conditions of employment for employees within the Infrastructure Maintenance Function of Network Rail which will take effect from ***(Date to be agreed)***.
- 1.2 With the exception of EGU Grades and those in Role Clarity grades, or equivalent, also Supervisory and Technical grades who are covered by separate agreements, those individuals who are on former IMC Terms and Conditions of Employment will be covered by this new restructuring agreement. (see Transitional Arrangements and Point of Interpretation).
- 1.3 This agreement will also apply to all those individuals within the Infrastructure Maintenance Function who have remained on former 'BR' Terms and Conditions of employment, (i.e. former Red Book, Blue Book and Green Book) and also those individuals who have subsequently transferred into the Infrastructure Maintenance Function under the TUPE arrangements.
- 1.4 Full details of the specific grade groups covered by this agreement are shown at Appendix A. This agreement will also apply to all new employees within the Infrastructure Maintenance Function with effect from ***(Date to be agreed)***.
- 1.5 Full details of the Transitional Arrangements which will apply upon implementation of this agreement are shown at Appendix C.
- 1.6 These Terms and Conditions of employment will supersede and replace all existing National, Regional and Local Agreements covering employees within the Infrastructure Maintenance Function with effect from ***(Date to be agreed)***. (See Transitional Arrangements).
- 1.7 In the event that an issue of Terms and Conditions of employment arises which is not covered by this agreement, or in the event of any proposed changes to this agreement, then the matter will be referred to the National Maintenance Council for discussion and resolution.
- 1.8 The HR Organisational Change Process and the Promotion, Transfer, Redundancy & Resettlement Arrangements, (PTR&RA), is the subject of separate documentation and discussions.

2. AIMS AND OBJECTIVES

- 2.1 The existing pay and grading structures for Infrastructure Maintenance staff within Network Rail are various and complex and one of the key goals of the revised conditions of service is to standardise these, consistent with the business objectives of Network Rail and to the benefit of employees.
- 2.2 These Terms and Conditions are designed to be fair and equitable and consistently applied throughout the network.
- 2.3 An objective of the standardisation agreement is to assist with both recruitment and retention of suitable candidates, particularly of those individuals with key rail industry skills.
- 2.4 These Terms and Conditions are designed to enable and encourage employee training, development and promotional opportunities.
- 2.5 Within these Terms and Conditions all employees are required to co-operate with changes to improve safety and compliance and business performance, including matters relating to productivity and efficiency. (See Point of Interpretation).

3. JOB DESCRIPTIONS

- 3.1 Standard templated Job Descriptions will apply throughout the Infrastructure Maintenance Function and these are shown in a separate document. (See Point of Interpretation).
- 3.2 With the exception of the non-core elements, the content of the templated Job Description or subsequent amendments to these must be referred to the National Maintenance Council for discussion and agreed with the Trades Unions and in line with the Procedure Agreement: General Collective Bargaining. (See Point of Interpretation).
- 3.3 Provided Network Rail has not acted unreasonably, all employees will be required to carry out any duties set out in their Job Description and that they are competent to undertake in compliance with Health and Safety requirements.
- 3.4 All employees will be expected to undertake relevant training for their duties in accordance with their Job Descriptions and also in line with future changes as required by the business. (See Point of Interpretation).
- 3.5 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 mean some joint working and an element of overlapping skills and these aspects will also be incorporated within the Job Description. (See Section 4).
- 3.6 Joint Working is defined as the bringing together of teams of individual disciplines to work together to carry out maintenance activities, e.g. point care, points maintenance, points inspection, patrolling and inspection. Specialist work will still be undertaken by those holding the skill, experience or certification. However, it may be possible for the planning of the work to show that any member of the joint team can carry out certain duties such as lookout, COSS, PICOP, lubrication, cleaning and painting.
- 3.7 On occasions and where necessary, employees may be required to work at adjacent locations to meet particular business needs and this will be done in consultation with the individual concerned. (See Point of Interpretation).
- 3.8 The home station which employees should use for booking on and booking off purposes is detailed in their letter of appointment. (See Transitional Arrangements and also Point of Interpretation).

4. JOINT WORKING AND OVERLAPPING SKILLS

4.1 Principles and Framework

4.1.1 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 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.

4.2 Skills and Competencies

4.2.1 Skills and competencies for each engineering discipline will be divided into three categories, common, overlapping and specialist. Common 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. The skills and competencies for each category will be agreed at National Maintenance Council level and amended from time to time as required to meet business needs.

4.3 Joint Working

4.3.1 This 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 common, overlapping or special.

4.4 Overlapping Skills and Competencies

4.4.1 Overlapping skills and competencies will be introduced where there is a business benefit to do so in terms of safety, efficiency or productivity. A schedule of overlapping skills will be agreed at National Maintenance Council. A list of skills that have the potential to be classified as 'overlapping' are included in Appendix E.

- 4.4.2 The exact requirement and number of overlapping skills will be subject to consultation at Delivery Unit Council level but always within the agreed national schedule of overlapping skills.

5. TEAM SIZE BY TASK

5.1 Principle

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

5.2 Safety

- 5.2.1 The safety of employees remains paramount. Safe Systems of Work must clearly be defined when planning work that 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.

5.3 Resource Level

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

- a) The nature 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

- 5.3.2 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.

- 5.3.3 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.

- 5.3.4 Section Managers are responsible for providing adequate resource to undertake tasks safely and effectively.

5.4 Rostering

- 5.4.1 Rostering following task review, planning and resource allocation, must be produced in accordance with the roosting principles in Section 7 of this document.

6. GRADE STRUCTURE AND RATES OF PAY

- 6.1 The existing pay and grading structure within the Infrastructure Maintenance Function is to be greatly simplified as part of the Standardisation process and a new grading structure will be introduced.
- 6.2 The grading structure will be based on five grades of 'Infrastructure Maintainer', this includes the grade of IM5 which has been introduced for 'specialist' grades only whose work patterns and Terms and Conditions are more aligned to IM Grades than those of the Supervisory Grades.
- (a) Infrastructure Maintainer 5 (IM5)
 - (b) Infrastructure Maintainer 4 (IM4)
 - (c) Infrastructure Maintainer 3 (IM3)
 - (d) Infrastructure Maintainer 2 (IM2)
 - (e) Infrastructure Maintainer 1 (IM1)
- 6.3 Skills and competencies will be allocated against a grade group and employees will be expected to undertake any skills appropriate to their grade group. This will include the requirement for Overlapping Skills (see Section 4), where appropriate.
- 6.4 Each role within the organisation will be subject to Job Evaluation and graded accordingly. The outcome of Job Evaluation will determine the grade for each role.
- 6.5 The Job Evaluation process will be jointly agreed and will involve representatives of both Management and the Trades Unions.
- 6.6 Assimilation into the new grading structure is detailed in Appendix B.
- 6.7 There will be a total of 9 'spot' rates of pay.

| | | |
|-----|---------|-------------------|
| IM5 | Core | £31,500 per annum |
| | Level 1 | £29,500 per annum |
| IM4 | Core | £27,500 per annum |
| | Level 1 | £25,500 per annum |
| IM3 | Core | £23,500 per annum |
| | Level 1 | £21,500 per annum |
| IM2 | Core | £19,500 per annum |
| | Level 1 | £18,000 per annum |
| IM1 | Core | £16,000 per annum |

- 6.8 The above spot rates will be increased in line with the annual pay award.
- 6.9 The weekly and four-weekly rate of pay for those employees in receipt of an annual salary is calculated on the basis of $\frac{6}{313}$ ths and $\frac{24}{313}$ ths respectively of the annual salary. Where the calculation results in a fraction of a penny this is rounded to the next highest penny. (The hourly rate is the weekly rate divided by 35).
- 6.10 If an individual fails to attend the required training and as a consequence fails to maintain proficiency in the requisite number of skills/competencies at the appropriate level within the grading structure, they will retain their rate of pay for a period of three months. During that time they will be given a second opportunity to be re-assessed. If the individual again fails to reach the appropriate level of competency within this three-month period, they will be re-assessed against the grading/competence structure and their rate of pay will be reduced accordingly. In this event if an individual subsequently feels they have achieved the criteria to return to their previous step within the grading/competence structure, they may apply in writing for reassessment, stating the grounds for such reassessment, together with any supporting evidence.

7. HOURS AND ROSTERING ARRANGEMENTS

7.1 Rostering Principles

- 7.1.1 The hours of cover to meet workload will be determined by local management following consultation with the Staff 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. (See Point of Interpretation).
- 7.1.2 For continuous 24-hour cover, any necessary relief cover can be provided by incorporating this within the establishment, or rostering arrangements. Where separate relief is incorporated, the relief element must be identified in the roster.
- 7.1.3 The following rostering arrangements will apply:

7.2 The process for agreeing a roster

7.2.1 Stage 1 (Local level)

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.

If at the meeting between the local staff 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.

In the event of continued disagreement, an alternative roster must be submitted by the representatives for consideration by the Line Manager/Supervisor within 48 hours of the 'Stage 1' meeting. (See Point of Interpretation).

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.

7.2.2 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. (See Point of Interpretation).

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.

7.2.3 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 employee representatives. (See Point of Interpretation).

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.

7.2.4 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.

7.2.5 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.

7.2.6 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. (See Point of Interpretation).

7.3 Working Hours

- 7.3.1 The basic working week will be 35 hours averaged over the length of the agreed roster cycle. (See Point of Interpretation).
- 7.3.2 Hours rostered for work may include any period during the 7 day week.
- 7.3.3 For both 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. (See Point of Interpretation).
- 7.3.4 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. (See Point of Interpretation).
- 7.3.5 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.
- 7.3.6 The maximum rostered turn length, including travelling time, will be 12 hours.
- 7.3.7 The minimum rostered turn length, including travelling time, will be 6 hours.
- 7.3.8 No more than five turns will be rostered in any week.
- 7.3.9 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.
- 7.3.10 Rest Days, once published, can only be altered by agreement.
- 7.3.11 Excluding voluntary overtime, the maximum number of consecutive shifts which may be rostered is ten.
- 7.3.12 The minimum rest interval between any rostered turn of duty will be 12 hours. (See Point of Interpretation).
- 7.3.13 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.

- 7.3.14 Where two days or more are rostered off in the same week, these will normally be rostered consecutively. (See Point of Interpretation).

7.4 Weekend working

- 7.4.1 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.
- 7.4.2 In respect of the core requirement, employees cannot be rostered for more than 24 weekends comprising of 2 or more turns throughout the year, up to a maximum of 48 shifts per annum. Subject to business need and workload, employees may volunteer to be rostered for additional weekend work as shown in section 6.6. (See Point of Interpretation).
- 7.4.3 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.

7.5 Night working

- 7.5.1 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 22 weeks of nights in a 52 week period. Subject to business need and workload, employees may volunteer to be rostered for additional night work as shown in section 6.6. (See Point of Interpretation).
- 7.5.2 For staff already rostered to work permanent nights, or where this is subsequently agreed locally, clause 6.5.1 does not apply.
- 7.5.3 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).

7.6 Additional commitment

7.6.1 Subject to workload, employees may volunteer to be rostered for additional weekends and/or night work as shown below.

| 7.6.2 | | Weeks of Nights | Weekends | Weekend turns |
|-------|------|--------------------|----------|------------------|
| | Core | 22 | 24 | 48 |
| | | 25 | 36 | 78 |
| | + 1 | 30 | 31 | 68 |
| | | 35 | 26 | 58 |
| | + 2 | 39 | 39 | 91 |
| | | 44 | 34 | 81 |

7.6.3 There are three levels of commitment are built into these arrangements, A base level which applies to all staff and two enhanced levels for which an additional 'flexibility' premium is payable.

- (a) Commitment to Plus 1 level will attract a premium of 2.5%
- (b) Commitment to Plus 2 level will attract a premium of 7.5%

7.6.4 Other permutations are permissible by local agreement based on 1 week of nights being equal to a 2 turn weekend additional commitment.

7.6.5 24/7 cyclic cover in a continuous rostered arrangement will be deemed as part of the base commitment.

7.6.6 The required level of commitment to be determined by management based on workload/access following consultation with local staff representatives.

7.6.7 For those staff who are employed on **(Date of implementation)**, any additional commitment above the core requirement will be voluntary. For those staff who are employed after **(Date of implementation)**, the requirement for additional flexibility will not be voluntary, but will be according to the workload.

7.6.8 In the event there are insufficient volunteers to meet the determined requirement, alternate resource will be sought, giving preference to other committed staff first.

7.6.9 If more employees volunteer for additional commitment than are needed, selection criteria will be based on national guidelines and agreed locally to ensure the process is fair and equitable.

- 7.6.10 The commitment level will be subject to periodic review in line with roster review at least once every 12 months.
- 7.6.11 Where increased levels of committed staff are required as a result of either additional need or staff movement, previous volunteers will be given first preference consistent with agreed local process.
- 7.6.12 Current commitment level for a vacancy at a depot/location will be stated in the job advert. In addition any potential future changes to commitment level to be discussion at interview.
- 7.6.13 Once committed, agreement is binding unless mutually agreed by employee and Line Manager. In this event commitment allowance will be adjusted to the appropriate level immediately.
- 7.6.14 If following periodic review the required commitment level at a depot/location is altered, the appropriate allowance will be applied from the commencement of the roster cycle that includes the revised commitment.
- 7.6.15 In the event that an employee's commitment level is reduced as a result of the review, the individual's premium allowance will be retained for 12months from the date of review.

7.7 Overtime

- 7.7.1 Voluntary overtime turns may be worked to meet business requirements, provided that no more than 13 turns are worked in a 14 day period.
- 7.7.2 The rates payable for overtime any that is worked are as outlined in Section 7.

7.8 Alteration of shifts

- 7.8.1 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 |

7.8.2 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. (See Point of Interpretation).

7.8.3 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. (See Point of Interpretation).

7.8.4 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 have common competencies.

7.9 Bank & Public Holidays

7.9.1 Employees can be rostered to work on any day throughout the year, including Bank and Public Holidays. (See Point of Interpretation).

7.9.2 Management will initially seek volunteers in preference to rostering staff on Christmas Day, Boxing Day, New Years Day and 2nd January (Scotland only), but where there are insufficient volunteers; employees will be rostered to work on these days, if required. (See Point of Interpretation).

7.9.3 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.

7.9.4 Any lieu leave which is accrued as a consequence of working on a Bank 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.

7.9.5 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.

7.10 Meal Breaks

7.10.1 Meal breaks will be agreed locally in line with legislation. This will be of 30 minutes duration and will be unpaid, but where continuous cover is required, a 20 minute paid break will be taken typically between the 3rd and the 5th hour of a standard shift. In the case of 12 hour working, a second 20 minute paid break can be taken between the 7th and 9th hour of the shift. (See Point of Interpretation).

7.10.2 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.

7.11 Requirement to work at times of disruption

7.11.1 In addition to the average 35 rostered hours there will be a requirement when operations are disrupted and in an emergency situation, to work up to 2 hours at the end of a shift or turn, up to a maximum of 8 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.

7.11.2 The payment arrangements in such circumstances are detailed in Section 8.

8. OVERTIME AND ENHANCEMENTS

8.1 Overtime

8.1.1 Payment for additional hours worked, i.e. overtime and days rostered free from duty will be on the basis of the enhancements shown below. There will be no enhancement for additional hours worked between 06.00 and 18.00 hours Monday to Friday.

8.2 Late/Night Shifts

8.2.1 Staff working any hours between 00:01 and 06:00 (Monday morning), will receive an additional payment of 10% of the basic hourly rate for each hour worked.

8.2.2 Staff working any hours between 1800 and 0600 (Monday evening to Friday morning) will receive an additional payment of 10% of the basic hourly rate for each hour worked.

8.2.3 Staff working any hours between 1800 and 2359 (Friday evening), will receive an additional payment of 10% of the basic hourly rate for each hour worked.

8.3 Saturdays

8.3.1 Staff working any hours between 0001 and 0600 on a Saturday will receive an additional payment of 20% of the basic hourly rate for each hour worked.

8.3.2 Staff working any hours between 0600 and 1800 on a Saturday will receive an additional payment of 10% of the basic hourly rate for each hour worked.

8.3.3 Staff working any hours between 1800 to 2359 on a Saturday will receive an additional payment of 30% of the basic hourly rate for each hour worked.

8.4 Sundays and Bank/Public Holidays

8.4.1 Hours worked between 0001 and 0600, 1800 and 2359 on Sundays and Bank/Public Holidays will attract a 30% premium.

8.4.2 Staff working any hours between 0600 and 1800 on a Sunday and Bank/Public Holiday will receive an additional payment of 10% of the basic hourly rate for each hour worked.

- 8.4.3 Hours worked between 0001 and 2359 on Christmas Day, Boxing Day and New Years Day will attract a 200% premium. Volunteers will be sought to meet operational needs on these days in preference to staff being rostered. (See Point of Interpretation).
- 8.4.4 Those employees who work a free day which coincides with Christmas Day or Boxing Day, (1st January in Scotland), will be paid at 225% plus a day in lieu, or 325% for time worked.

9. SITE START

9.1 Framework

- 9.1.1 Changes are required to working practices to allow Network Rail to continue to improve the way it undertakes maintenance work, inspection and incident management. The concept of payment for work commencing from arrival at start is a practice adopted by many other industries and this forms part of Network Rail's efficiency programme.
- 9.1.2 Site Start arrangements may not be appropriate in all circumstances but would be part of the overall work delivery plan at a depot. Arrangements for Site Start will be subject to consultation at Delivery Unit Council level.

9.2 Location (Home Station)

- 9.2.1 All employees will be assigned to a depot which will be known as their Home Station.
- 9.2.2 Under Site Start arrangements, employees will be able to
- (a) travel direct from their place of residence to the agreed designated booking on point for the day without routinely having to visit their normal signing on point, (Home Station),
 - (b) be picked up by company transport at specified locations on route from the depot to the designated booking on point. The arrangements will need to be both practical and reasonable in nature. The specified locations will be agreed locally.
 - (c) be collected from their Home Station and transported to the designated booking on point.
- 9.2.3 Employees may be requested to start work at their Home Station.

9.3 Start and finish times

- 9.3.1 When undertaking Site start, employees will commence duty on arrival at the designated booking on point and at the agreed start time. They will complete their shift when they leave their last place of work, or other location as specified in advance by the Section Manager.

9.3.2 In all cases where an employee is unable to attend work because of their own sickness or injury they must advise their Section Manager at the earliest opportunity and certainly before the commencement of their shift of the first day of absence.

9.3.3 Employees, or the team leader for a group of employees, will be required to notify their Section Manager when commencing duty at the designated booking on point. For a group of employees, the team leader will also be required to notify the Section Manager of all the employees that have reported for duty.

9.3.3 Employees, or the team leader for the group of employee, will be required to notify their Section Manager when the shift has been completed.

9.4 Unpaid Travel Time from Home Station to the Designated Booking on Point

9.4.1 Unpaid travel time from an employees Home Station to the designated booking on point will not exceed 45 minutes. Likewise the unpaid travel time from the end of the shift returning to an employees Home Station will not exceed 45 minutes.

9.5 Designated Booking on point

9.5.1 The designated booking on point will be specified by the Section Manager. This will need to take reasonable cognisance of relevant factors including: how employees are travelling to site i.e. transportation arranged by Network Rail, by personal transport, public transport, access to the site, parking facilities and alike.

9.6 Hours and Rostering Arrangements

9.6.1 Employees will be rostered in accordance with Section 7 of this document, the principles of which are that the hours of cover to meet the workload will be determined by local management following consultation with the Staff Representatives concerned.

9.7 Payment

9.7.1 On those occasions when employees are not required to sign on at their Home Station, employees will be paid from the time they arrive at the agreed booking on point, (or the agreed start time at this location if this later), until they leave their last place or work or other location as specified in advance by the Section Manager.

9.7.2 Payment for additional hours worked i.e. overtime and days rostered free from duty will be on the basis of the enhancements shown in Section 8 of this document and employees will only be paid overtime that has been authorised in advance.

9.8 Applicability of Site Start

9.8.1 Some work activities may not be suitable for Site Start arrangements and this will vary depot by depot. The arrangements for and application of Site Start to particular work and inspection activities will be subject to consultation at Delivery Unit Council level.

9.9 Control of hours

9.9.1 To enable the effective management and control of working hours, all hours worked, whether when required to book on at their Home Station or at a designated booking on point must be recorded by the Section Manager

9.10 Communications

9.10.1 It is the responsibility of both the employee and the Section Manager to ensure appropriate communication arrangements are in place to cover working arrangements, safety briefings, document exchange, etc. This is likely to require a regular, (possibly weekly), visit to an employees' Home Station.

9.11 Vehicles and Transportation to site

9.11.1 Appropriate vehicles will be provided to transport employees to the designated booking on point. These vehicles will normally start the journey to the designated booking on point from the Depot (Home Station).

9.11.2 The rules applicable to the provision of a company vehicle and Drivers Handbook will continue to apply to those employees covered by Site Start.

9.12 Tax liabilities

9.12.1 Any tax liability incurred as a direct consequence of Site Start, (i.e. the provisions of a company vehicle), will be met by Network Rail.

9.13 Equipment and materials

- 9.13.1 It is the responsibility of both the employee and the Section Manager to make available and use appropriate tools and equipment in order that work carried out under Site Start arrangements can be undertaken efficiently.

9A HOME START

9.14 Framework

- 9.14.1 Changes are required to working practices to allow Network Rail to continue to improve the way it undertakes maintenance work, inspection and incident management. The concept of payment for work commencing when leaving home is a practice adopted by many other industries and this forms part of Network Rail's efficiency programme.
- 9.14.2 Home start arrangements will not be appropriate in all circumstances but would be part of the overall work delivery plan at a depot. Arrangements for Home Start will be subject to consultation at Delivery Unit Council level.

9.15 Location (Home Station)

- 9.15.1 All employees will be assigned to a depot which will be known as their Home Station.
- 9.15.2 Under Home Start arrangements, employees will be able to
- (b) travel direct from their place of residence to the agreed place of work for the day without routinely having to visit their normal signing on point, (Home Station),
 - (b) be picked up by company transport at specified locations or from their place of residence. The arrangements will need to be both practical and reasonable in nature. The specified locations will be agreed locally.
 - (c) be collected from their Home Station and transported to the designated booking on point.
- 9.15.3 Employees may be requested to start work at their Home Station.

9.15 Start and finish times

- 9.15.1 When undertaking Home Start start, employees will commence duty on leaving their place of residence, or when being picked up from a specified location. They will complete their shift when they arrive back at their place of residence or the specified from which they were picked up.

- 9.15.2 In all cases where an employee is unable to attend work because of their own sickness or injury they must advise their Section Manager at the earliest opportunity and certainly before the commencement of their shift of the first day of absence.
- 9.15.3 Employees, or the team leader for a group of employees, will be required to notify their Section Manager when arriving at their first place of work for the shift concerned. For a group of employees, the team leader will also be required to notify the Section Manager of all the employees that have reported for duty.
- 9.15.3 Employees, or the team leader for the group of employee, will be required to notify their Section Manager when the shift has been completed.

9.16 Hours and Rostering Arrangements

- 9.16.1 Employees will be rostered in accordance with Section 7 of this document, the principles of which are that the hours of cover to meet the workload will be determined by local management following consultation with the Staff Representatives concerned.

9.17 Payment

- 9.17.1 On those occasions when employees are not required to sign on at their Home Station, employees will be paid from the time they leave their place of residence or picked up from a specified location until they arrive home at their place of residence or the specified place from where they were picked up.
- 9.17.2 Payment for additional hours worked i.e. overtime and days rostered free from duty will be on the basis of the enhancements shown in Section 8 of this document and employees will only be paid overtime that has been authorised in advance.

9.18 Applicability of Home Start

- 9.18.1 Home start will only be appropriate for specific work and inspection activities and arrangements will vary depot by depot. The arrangements for and application of Home Start to particular work and inspection activities will be subject to consultation at Delivery Unit Council level.

9.19 Control of hours

- 9.19.1 To enable the effective management and control of working hours, all hours worked, whether when required to book on at their Home Station or at a designated booking on point must be recorded by the Section Manager

9.20 Communications

- 9.20.1 It is the responsibility of both the employee and the Section Manager to ensure appropriate communication arrangements are in place to cover working arrangements, safety briefings, document exchange, etc. This is likely to require a regular, (possibly weekly), visit to an employees' Home Station.

9.21 Vehicles and Transportation to site

- 9.21.1 Appropriate vehicles will be provided to transport employees to and from their place of work. The vehicles supplied will take into consideration that fact that they will be kept at a residential address when not in use.
- 9.21.2 The rules applicable to the provision of a company vehicle and Drivers Handbook will continue to apply to those employees covered by Home Start.

9.22 Tax liabilities

- 9.22.1 Any tax liability incurred as a direct consequence of Home Start, (i.e. the provisions of a company vehicle), will be met by Network Rail.

9.23 Equipment and materials

- 9.23.1 It is the responsibility of both the employee and the Section Manager to make available and use appropriate tools and equipment in order that work carried out under Home Start arrangements can be undertaken efficiently.

10. ON CALL COVER

10.1 General Arrangements

10.1.1 Arrangements for Call Out

Call out to be used in instances of failure where the safety or performance of the infrastructure may be compromised.

10.1.2 Excessive use of on call in a routine way will impact on the business ability to plan and deliver programmed work. A review of the adequacy of on call cover and available alternatives to be undertaken as part of the roster review process. Days rostered (Free from duty/Rest Day) will be clearly identified at time of roster being published. On Call rotas will be published as part of the roster and can be covered on a voluntary basis on days designated Free from duty/Rest Day. Times of On Call will be clearly identified in the roster.

10.1.3 Where there is a requirement for a post to undertake On Call this will be included in the Job Description. In addition this will be indicated in the advertisement for the post.

10.1.4 In situations where cover is required to maintain services and employees are required to be On Call outside their rostered hours the following will apply:-

- (a) Individuals required to be on call will be identified in advance and this aspect will be agreed along with rosters. For new appointees, any On Call requirement will be clearly stated in their letter of appointment.
- (b) The length of the call out will be from the time the call is taken until the time the respondent arrives back at their home and payment will be in accordance with paragraph 8.2.2.
- (c) If called out between 22.00 hours and 06.00 hours, 12 hours rest will be guaranteed if the following applies:

The employee is out for 4 hours or more, either as a single or multiple call outs and either

- (i) the call out starts within 8 hours of the start of the next rostered turn, or
- (ii) the call out finishes less than 7 but more than 2 hours of the start of the next rostered turn.

- (d) Where a call out exceeds 4 hours and finishes less than 2 hours prior to the commencement of the next rostered turn of duty, employees will remain on duty and the length of the call out will become part of that turn of duty. In these circumstances, the total hours worked, including call out, will not exceed the total length of that rostered turn.
- (e) If following a night turn, employees are called out for 4 hours or more between 06.00 hours and 22.00 hours, 12 hours rest will be guaranteed if the employee is called out within 6 hours from previously booking off duty. Outside the first 6 hours a minimum 8 hour rest period will apply which may be turned into continuous duty if within 2 hours of the start of the employees next booked turn of duty. In such circumstances payment will be continuous.
- (f) If an employee cannot complete more than 2 hours of their rostered shift, following taking rest, their rostered shift will be paid.
- (g) Where an employee can complete more than 2 hours of the booked shift following call out, (s)he should attend for duty and complete the remainder of the shift.
- (h) Where employees are called out for less than 4 hours either as a single or multiple attendance a rest period of 2 x the call out time to be taken, (i.e. 2 hour call out = 4 hours rest) this rest to be taken from the end of the last call. Where a call out commences within 2 hours of the start of the next turn of duty, this is to be treated as continuous duty through to the end of the booked turn, (subject to a total of 12 hours being worked).
- (i) Any call out that occurs within 2 hours of the end of the previous rostered turn of duty, or within 2 hours of the previous call out will be treated as continuous for payment purposes.
- (j) The compound effect of all on call use, especially multiple call outs must not be underestimated. It is the responsibility of the line manager to ensure that an effective review takes place and that minimum required rest intervals are taken.
- (k) All instances the use of on call arrangements to be recorded, irrespective of whether employees are required to attend or not. Circumstances where employees are contacted but not required to attend must be reviewed as part of the roster review outlined 8.1.2.

10.1.5 All minimum rest intervals to be taken from the finish of the last call out prior to the end of the on call period.

10.1.6 Employees will not be continuously On Call. The frequency of contingency cover to be determined at local level to meet business needs, but the rostered on call commitment should not exceed 1 week in 2 and subject to a maximum of 10 days continuous cover

10.2 Payment for On Call

10.2.1 In situations where cover is required to maintain services and employees are required to attend outside their normal rostered hours, a payment for each occasion on which a member of staff is on call will be based on 1/7 of 25% of the basic weekly rate of pay. for each 24 hour period or part thereof. An occasion is deemed to be any continuous period of time not exceeding 24 hours.

10.2.2 Hours worked will be paid at the basic rate plus appropriate shift and overtime premiums and will be in addition to the rostered hours.

10.2.3 A minimum payment of one hours pay, plus shift and overtime premiums as appropriate, will apply to a call requiring attendance.

10.2.4 Employees contacted, but not required to attend, will receive no additional payment as this is deemed part of the On Call allowance.

11. HIGHER GRADE DUTY

- 11.1 On occasions, subject to the individual having the appropriate competence, it may be necessary for Higher Grade Duty to be undertaken. In these circumstances individuals will receive the minimum rate of pay for the grade in those circumstances where the full responsibilities of the post are undertaken. (See Point of Interpretation).
- 11.2 Higher Grade Pay will be retained during periods of Annual Leave after six months of continuously acting up, but not in respect of sickness.

12. ALLOWANCES

12.1 All allowances that exist immediately prior to the date of this agreement are withdrawn with the exception of the following:

12.2 London Allowance

12.2.1 An Inner London Allowance is payable to staff within a radius of 16 miles from Charing Cross. A lower level of Outer London Allowance paid to staff beyond the 16 miles radius up to a maximum of 40 miles from Charing Cross.

A South East Allowance is payable to staff employed at locations more than 40 miles radius from Charing Cross up to and including defined points on each route (see below).

The Allowance is pensionable but will not be taken into account for overtime, or any other allowances.

12.2.2 The levels of London Allowance are as follows:

- (a) Inner London Allowance of £2,250 pa will apply to all staff employed at locations within 16 miles of Charing Cross.
- (b) Outer London Allowance of £1,240 pa to apply to all staff employed at locations more than 16 miles and up to 40 miles radius of Charing Cross.
- (c) The South East Allowance of £805 pa will apply to all staff employed at locations more than 40 miles radius from Charing Cross up to and including defined points on each route.

BOUNDARY POINTS FOR SOUTH EAST ALLOWANCE

| | Last point on routes from London |
|----------------------|--|
| Anglia | Cambridge Manningtree (incl. Harwich Branch) Clacton Walton |
| East Coast Main Line | Huntingdon |
| Midland Main Line | Bedford |
| West Coast Main Line | Northampton |
| South East | All points outside 40 miles radius of Charing Cross |

Chilterns

Oxford

Western

Newbury
Didcot

12.2.3 London and South East Allowances will continue to be paid to staff in receipt of payment for Sickness, Annual Leave and Compensatory Leave.

12.2.4 Employees transferred outside the London area as a result of reorganisation shall retain London Allowance at the rate paid immediately prior to the transfer on a personal basis for the first promotion after transfer.

12.3 London Area Operational Supplement (LAOS)

12.3.1 A LAOS Inner (£1,260 per annum) will be payable to employees with a base location within 16 miles of Charing Cross.

12.3.2 A LAOS Outer (£630 per annum) will be payable to employees with a base location over 16 miles and up to 40 miles radius of Charing Cross.

12.3.3 The supplement will not qualify for pension or enhancement purposes and will be paid for the first eight weeks of sickness.

12.4 Regional Retention Allowances

12.4.1 Where appropriate, (i.e. where recruitment and retention issues exist), the company may consider the introduction of Regional Retention Allowances and this aspect will be discussed with the Trades Unions.

12.4.2 The Regional Retention Allowance will be paid in addition to the core rate of pay. This will be a percentage allowance applicable to all IM Grades at determined locations. Different locations will attract a different Regional Retention Allowance.

12.4.3 The level of Retention Allowance is informed by factors such as the cost of living and recruitment issues at each of the locations concerned.

- 12.4.4 It is confirmed that once introduced, the allowance will be retained by those who are in receipt of the allowance and also new entrants from the date of implementation of the new agreement. The level of the Retention Allowance payable is, however, something which may be subject to review at a later date, in which case this aspect will be discussed with the Trades Unions.
- 12.4.5 Individuals who transfer from one location to another will adopt the Regional Allowance at the new location. In the event that the Regional Allowance is reduced, whilst those individuals in receipt will retain this on a personal basis, this will only be retained at the level payable at the time of the reduction and will not be subject to subsequent increases as a consequence of the annual pay award.
- 12.4.6 The Retention Allowance will be a pensionable, but non consolidated allowance.

13. EXPENSES

- 13.1 The Network Rail Business Expenses and Travel Policy will apply to all staff within the Infrastructure Maintenance Function. This document is available on the company Intranet (Connect).
- 13.2 Authorised expenses which are properly and reasonably incurred in the conduct of Network Rail's business will be reimbursed subject to being supported by a relevant VAT receipt, where available. Such reimbursement will be in accordance with company policy which may be reviewed by the company from time to time. (See Point of Interpretation).
- 13.3 The existing practice of paying Scale Expenses will cease.
- 13.4 All claims will be subject to regular audit and falsifying expenses may result in disciplinary action being taken.

14. PAYMENT OF SALARIES

- 14.1 All staff will be paid on a 4 weekly basis by credit transfer to a bank or building society (within the BACS system) of their choice. (See Transitional Arrangements).
- 14.2 The weekly and four-weekly rate of pay for those employees in receipt of an annual salary is calculated on the basis of 6/313ths and 24/313ths respectively of the annual salary. Where the calculation results in a fraction of a penny this is rounded to the next highest penny. (The hourly rate is the weekly rate divided by 35).
- 14.3 Weekly payslips, for those who still currently have this facility, will be retained until a review of this aspect has taken place. Such a review will be undertaken within five years from the date of this agreement. (See Point of Interpretation).

15. LEAVE ARRANGEMENTS

15.1 Annual Leave entitlement

- 15.1.1 The Annual Leave year will be from 1 January to 31 December.
- 15.1.2 All employees covered by this agreement will be entitled to 28 days annual leave per calendar year, which will be increased to 30 days after 10 years continuous service.
- 15.1.3 The Annual Leave entitlement will taken as shown below, the principle being that 3 'block' weeks will be 'normalised' to 35 hours as part of the defined roster.
- 15.1.4 For new entrants to the company after *(Date of implementation)*, the total Annual Leave entitlement is to be equated to hours, (i.e. 28 days = 196 hours and 30 days = 210 hours).
- 15.1.5 Leave in the first year of service will be on a pro-rata basis after three months service has been completed and will be as follows:.

| Completed Months' service | Annual leave entitlement |
|------------------------------|-----------------------------|
| 3 | 7 days |
| 4 | 9 days |
| 5 | 11 days |
| 6 | 14 days |
| 7 | 16 days |
| 8 | 18 days |
| 9 | 21 days |
| 10 | 23 days |
| 11 | 25 days |
| 12 | 28 days |

- 15.1.6 Employees retiring will receive, in the year of their retirement, annual leave on the basis of their normal entitlement, but if the period between 1st January and retirement does not permit all of the leave to which entitled to be taken, payment in lieu in respect of the outstanding days will be made.
- 15.1.7 Other employees with at least 12 months' service who leave the company, (except for disciplinary reasons) shall receive entitlement to leave, in the year of their departure, based on a graduated calculation on a monthly basis. Employees who leave the Company and at this date have accrued days of holiday which they have not taken will be paid in lieu of each day. If, however, they have taken more holiday than their accrued entitlement, the Company may adjust any final payment made by one days pay in respect of each day outstanding.

| Completed Months' service | Annual leave entitlement (28 days) | Annual leave entitlement (30 days) |
|------------------------------|--|--|
| 1 | 2 days | 2 days |
| 2 | 4 days | 5 days |
| 3 | 7 days | 7 days |
| 4 | 9 days | 10 days |
| 5 | 11 days | 12 days |
| 6 | 14 days | 15 days |
| 7 | 16 days | 17 days |
| 8 | 18 days | 20 days |
| 9 | 21 days | 22 days |
| 10 | 23 days | 25 days |
| 11 | 25 days | 27 days |
| 12 | 28 days | 30 days |

15.1.11 Annual Leave may only be taken on dates agreed with the Local Manager and will be subject to the exigencies of the service. (See Point of Interpretation).

15.1.12 Annual Leave will not normally be carried over from one year to the next. However, where annual leave has not been able to be taken within the calendar year, it has to be taken at the earliest opportunity, but no later than 31st March of the following year, on dates agreed with the Line Manager.

15.2 Annual Leave rosters

15.2.1 Employees will be required to take 3 blocks of 5 days each year, at least 2 to be taken between 1 May and 30 September each year. Variations to the above may be permissible by local agreement. (See Point of Interpretation).

15.2.2 The 3 'block weeks' will be 'normalised' to 35 hours as part of the defined roster.

15.2.3 Employees wishing to change a multiple rostered turns of duty, (i.e. more than one turn, up to one week), including the taking of leave, will be expected to give a minimum of one weeks' notice to do so, (except under personal exceptional circumstances).

15.2.4 Employees wishing to change a multiple rostered turns of duty, (i.e. One week, or more), including the taking of leave, will be expected to give a minimum of four weeks' notice.

- 15.2.5 Any remaining Annual Leave will be arranged by agreement and be taken during the course of the respective leave year on the basis of 7 hours pay for each day taken.
- 15.2.6 Where appropriate, Local Managers will consider the need for Annual Leave rosters for the year as a whole. In this event, Annual Leave rosters must be agreed by 31st October in the preceding year.

15.3 Payment for Annual Leave

- 15.3.1 For each day of Annual Leave holiday, employees who undertake regular shift working will receive their normal basic pay plus a 12% leave allowance in respect of the first 25 days Annual Leave.

15.4 Bank and Public Holidays

- 15.4.1 Employees are entitled to the standard eight bank and public holidays each year for which they will be paid their normal basic rate in respect of the hours they would normally have been required to work.

- 15.4.2 The standard Bank and Public holidays are as follows:

| <u>England & Wales</u> | <u>Scotland</u> |
|----------------------------|---------------------------------|
| New Years Day | New Years Day |
| Good Friday | 2 nd January |
| Easter Monday | Easter Monday |
| May Day | May Day |
| Spring Bank Holiday | Summer Bank Holiday (July) |
| August Bank Holiday | Autumn Bank Holiday (September) |
| Christmas Day | Christmas Day |
| Boxing Day | Boxing Day |

- 15.4.3 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, which must be taken within 12 months of this having been accrued. (See Point of Interpretation).
- 15.4.4 Employees will be paid basic pay for each day of holiday which is accrued in this way.
- 15.4.5 When a Rest Day falls on a Bank or Public Holiday, employees will receive a credit of one day to their leave entitlement, which must be taken within 12 months of this having been accrued.

- 15.4.6 In cases where Christmas Day or Boxing Day falls on a Saturday or a Sunday, (also New Years Day and equivalent day in Scotland), and substitute days are named, the substitute days will count as the Bank Holiday for the purposes of operating this agreement. (i.e. the provisions of clause 15.4.1 to 15.4.5 will apply).
- 15.4.7 Employees who are rostered to work a turn of duty which commences on Christmas Day or Boxing Day (also New Years Day and equivalent day in Scotland), where this falls on a Saturday or a Sunday, will receive a credit of one day to their leave entitlement, which must be taken within 12 months of this having been accrued.
- 15.4.8 Any lieu leave which is accrued as a consequence of working on a Bank 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

15.5 Maternity Leave

- 15.5.1 The following clauses on Maternity Leave are subject to complying with the minimum requirements for Maternity Leave legislation which may vary from time to time.
- 15.5.2 If, on medical advice, an employee has made an appointment to attend ante-natal classes, they are entitled to paid time off during working hours to enable them to keep appointments.
- In these circumstances, employees will be asked by their Line Manager to produce:
- (a) a certificate from a registered medical practitioner, midwife or health visitor confirming the pregnancy, and
 - (b) An appointment card or document showing the appointment has been made.
- 15.5.3 Maternity Leave may commence any time from the 11th week before the Expected Week of Childbirth (EWC).
- 15.5.4 Employees are entitled to 52 weeks' Maternity Leave, i.e. 26 weeks' Ordinary Maternity Leave(OML) followed by 26 weeks' Additional Maternity Leave (AML), regardless of length of service. AML begins automatically at the end of OML, giving a maximum of 52 weeks' Maternity Leave
- 15.5.5 Employees with a minimum of 26 weeks' continuous employment by the beginning of the 15th week before the EWC will receive 26 weeks' full pay, followed by 13 weeks Statutory Maternity Pay. The final 13 weeks will be unpaid.

- 15.5.6 Employees with less than 26 weeks' continuous service at the beginning of the 15th week before the EWC do not qualify for Network Rail Maternity Pay or Statutory Maternity Pay. Employees may, however, be entitled to Maternity Allowance, a weekly benefit payable for a maximum of 39 weeks direct from the Benefits Agency.
- 15.5.7 During Maternity Leave employees are entitled to their normal terms and conditions of employment with the exception of wages or salary and are entitled to return to their original job at the end of it.
- 15.5.8 Employees can agree to come to work or to attend training for up to ten days during either OML or AML. These keeping-in-touch days do not have to be consecutive and working for part of a day will count as one day's work. Any keeping-in-touch days worked will not bring the period of maternity leave to an end and neither will they extend it. Employees will be paid for any days worked and will not lose any Statutory Maternity Pay.
- 15.5.9 If these ten keeping-in-touch days are used up any subsequent days employees work for the company during their maternity leave will be paid in line with normal salary, but individuals will lose a week's Statutory Maternity Pay.

15.6 Paternity Leave

- 15.6.1 To qualify for Paternity Leave employees must make a written declaration and give this to their immediate line manager at least 28 days before they want their Paternity Leave to start. This must include the following information:
- (a) that the employee has or expects to have responsibility for a child's upbringing,
 - (b) that the employee is the biological father of the child or the mother's husband or partner,
 - (c) that the employee has been employed continuously for 26 weeks by the 15th week before their partner's EWC.
- 15.6.2 Employees may take one week, or two separate weeks' Paternity Leave but may not take Paternity Leave in odd days. Normally, employees should complete their Paternity Leave within 56 days of the birth of their baby.
- 15.6.3 During Paternity Leave employees are entitled to their normal terms and conditions of employment and are entitled to return to their same job at the end of it.

15.6.4 Paternity pay will be paid at basic pay for a maximum of two weeks.

15.7 Parental Leave

15.7.1 Eligibility for Parental Leave (PL) depends on the following conditions:

- (a) the employee becoming a parent, whether by birth or adoption, or if the employee gains formal parental responsibility for caring for a child, for example when becoming a step-parent and
- (b) the employee having one year's continuous service with Network Rail at the time of the birth or adoption
- (c) the employee must take PL between the date the child is born and their fifth birthday, or, in the case of adoption, during the five years following the child's placement with them.

Note - If the child of the employee has a disability, the employee may take Parental Leave at any time before the child's 18th birthday.

15.7.2 Employees have the right to

- (a) 13 weeks' unpaid leave in respect of each child, or
- (b) 18 weeks' unpaid leave for each child with a disability i.e. who is in receipt of disability living allowance.

If an employee has an entitlement to Parental Leave for more than one child, weeks' of leave in respect of one child may not be transferred to another child.

Where both parents are employees with one year's service, the total leave entitlement remains 13 weeks for each child, or 18 weeks for disabled children, but both parents may share the leave entitlement between them.

If an employee works part-time, the employee concerned is entitled to leave on a pro-rata basis to the hours worked.

- 15.7.3 Parental Leave may be taken, as follows:
- (a) only in blocks of one complete week, or multiples of one complete week. (NB. If an employee takes less than one complete week of leave, this will still be counted as one full week of the entitlement),
 - (b) up to a maximum of four weeks' in any one calendar year,
 - (c) if the child has a disability, Parental Leave may be taken one day at a time, or in longer periods, up to a maximum of four weeks' leave per calendar year.
 - (d) For rostered staff, one week's leave will equate to the total number of days on which the employee would have been rostered to work during the week on which leave is taken.
- 15.7.4 Employees must give their Line Manager at least 21 days' notice of their wish to take Parental Leave and complete a Parental Leave application form which the Line Manager must countersign.
- 15.7.5 A request for Parental Leave will be dealt with in the same way as requests for annual leave.
- 15.7.6 Employees will not be paid during a period of Parental Leave, although they remain an employee of the company and the leave period counts in terms of service related benefits.
- 15.7.7 Where both parents are employees' with one year's service, the total leave entitlement remains at 13, or 18 weeks, for each child. Parental Leave may, however, be shared between both parents.
- 15.7.8 Employees do not have to give notice of their return to work at the end of a period of Parental Leave and have the right to return to their original job. If not practicable, employees have the right to return to a similar role with the same status and terms and Conditions as their old job.

15.8 Adoption Leave and Pay

- 15.8.1 If employees adopt, or employees and their partner adopt jointly, they may be eligible for adoption leave and pay. If an employee is the partner of someone who adopts, or the other member of a couple adopting jointly, they may also be entitled to paternity leave and pay. Where a couple adopt jointly the couple must elect and advise the company which partner takes adoption leave.

- 15.8.2 To qualify for adoption leave employees must :
- (a) be newly* matched with a child for adoption from an approved adoption agency who should provide a Statutory Adoption Leave and Pay Matching Certificate, and
 - (b) have worked continuously for the company for 26 weeks leading into the week in which they are notified of being matched.

*Adoption leave and pay is not available where the child is not newly matched for adoption, for example if you are a step-parent adopting a partner's children.

- 15.8.3. Employees should tell the company of their intention to take adoption leave within 7 days of being notified by the adoption agency they have been matched with a child, confirming

- (a) when the child is expected to be placed and,
- (b) when they want their adoption leave to start.

and providing a copy of the 'matching certificate' from the adoption agency as evidence of entitlement to leave and pay.

- 15.8.4 If an employee qualifies for under clause 15.8.1 above, they will be entitled to 26 weeks' ordinary adoption leave followed immediately by up to 26 weeks' additional adoption leave – a total of up to 52 weeks' leave.

Employees are entitled to one period of leave irrespective of the number of children placed for adoption as part of the same arrangement.

- 15.8.5 If an employee is eligible for leave under Clause 15.8.1 above they will also be entitled to company adoption pay during their leave. If they have been employed continuously for at least 26 weeks at the beginning of the week they are notified of being matched they qualify for 26 weeks' full pay, followed by 13 weeks on Statutory Adoption Pay. However, if an employee chooses to take the maximum period of adoption leave, i.e. 52 weeks, the final 13 weeks will be unpaid.

- 15.8.6 Adoption leave may begin on:

- (a) The date of the child's placement, or
- (b) From a fixed date, which can be up to 14 days before the expected date of placement.

- (c) Leave may start on any day of the week.
- 15.8.7. If the child's placement ends during the period of adoption leave, employees may continue to take adoption leave for up to eight weeks after the end of the placement. In these circumstances, employees should give their line manager at least 28 days' notice of their return to work.
- 15.8.8 During the period of Adoption leave, employees will remain entitled to the benefit of their terms and conditions of employment, with the exception of entitlements to wages or salary.
- 15.8.9 Employees can agree to come to work or to attend training for up to ten days during either ordinary adoption leave and additional adoption leave. These keeping-in-touch days do not have to be consecutive and working for part of a day will count as one day's work. Any keeping-in-touch days worked will not bring the period of adoption leave to an end and neither will they extend it. Employees will be paid for any days worked and you will not lose any Statutory Adoption Pay.
- 15.8.10 If these ten keeping-in-touch days are used up any subsequent days employees work for the company during their adoption leave will be paid in line with normal salary, but individuals will lose a week's Statutory Adoption Pay.
- 15.8.11 If an employee intends to return to work at the end of their adoption leave they do not have to give the company any notice of their return. If, however, they wish to return before the end of their adoption leave period they must give the company 8 weeks' notice of their return date.
- 15.8.12 The eligibility criteria and notification requirements for paternity leave associated with adoption are slightly different to those under clause 15.6 above.
- 15.8.13 To be eligible for such payments, employees must,
- (a) have or expect to have responsibility for a child's upbringing and
 - (b) be the adopter's spouse or partner and
 - (c) have worked continuously for 26 weeks leading into the week in which they are notified of being matched with a child.

15.8.14 Employees may choose to take either one week or two separate weeks' paid paternity leave but may not take it in odd days. Paternity Leave may start on any day of the week but must be completed within 56 days of the child's placement.

Leave may begin :

- (a) from the date of the child's placement, or
- (b) from a chosen number of days after the child's placement, or
- (c) from a chosen date.

15.8.15 Paternity pay will be paid for two weeks at full pay.

15.8.16 Employees should inform the company, in writing, within 7 days of being notified they have been matched with a child, of:

- (a) when the child is expected to be placed,
- (b) whether they wish to take one or two weeks' leave; and
- (c) when they want their leave to start.

15.8.17 Employees are entitled to return to the same job on the same terms and conditions of employment following adoption paternity leave.

15.9 Household Removals

15.9.1 Employees will be granted one day's leave on one occasion per annum, providing that this coincides with a rostered turn of duty. Such leave must be agreed with the local manager in advance and is paid at basic rate.

15.10 Funerals of near relatives

15.10.1 Providing that this coincides with a rostered turn of duty, employees will be granted one day's leave to attend the funeral for the following relations:

Wife/Spouse/Partner

Husband/Spouse/Partner

Child

Step Child

Father

Mother

Step-Father

Step-Mother

Brother

Sister

Step-Brother

Step-Sister

Father in Law

Mother in Law

Grandfather

Grandmother

and those whose request to work flexibly has been agreed under clause 15.12.3(f)

15.10.2 In the case of other near relatives, subject to giving adequate notice, employees will be allowed to change their turn of duty, where practicable, to enable them to attend the funeral.

15.10.3 If an individual is solely responsible for making all of the funeral arrangements, subject to the Line Managers discretion, paid leave may be granted up to 5 days.

15.11 Educational Leave

15.11.1 Where appropriate, day release, with basic pay, may be granted to employees to enable them to attend part-time classes for one whole day, or two half days per week.

15.11.2 Applicants must possess the educational qualifications stipulated for entry to the examination for which they propose to study.

15.11.3 The course of study for which the member of staff seeks day release must be approved as appropriate by the Line Manager and the arrangements for release will be subject to the exigencies of the service.

- 15.11.4 The continuance of day release facilities will be dependent on a student making satisfactory progress in his/her studies and applications for the continuance of day release from students who have failed examinations will be considered on their merits.
- 15.11.5 Course fees for day release classes and examinations will be refunded provided at least 80% of the possible attendance at a class has been attained.
- 15.11.6 The entitlement to Educational Leave is solely at the Line Managers discretion, subject to a maximum of one day's paid leave for an examination. This may include day release to attend college as appropriate.
- 15.11.7 Study leave, with basic pay, may be granted at the Line Managers discretion up to a maximum of three days per annum.

15.12 Attendance at Hospital or Dentist

- 15.12.1 Individuals may be granted time off to attend hospital for treatment or consultation, or for a dental appointment so long as the time taken to do so is kept to a reasonable minimum. Wherever possible, appointments should be made outside of the roster, or where this is not possible, at the beginning or end of the working day. Such time off is paid at basic rate and must be agreed with the local manager in advance.

15.13 Flexible Working Arrangements

- 15.13.1 Employees who have children aged under six or a disabled child under eighteen have the right to request a flexible work pattern. The government have produced a number of model forms for dealing with such flexible work requests and employees are asked to use them. These forms are available on the company Intranet (Connect).
- 15.13.2 Employees may make one request per annum and each year runs from the date when the request was made.
- 15.13.3 To be able to make a request to work flexibly employees must
 - (a) Have 26 weeks' service at the time the request is made
 - (b) Have a child under six years of age, or under eighteen if disabled
 - (c) Have responsibility for the upbringing of the child and be making the request to enable them to care for the child

Be either

- (d) The mother, father, adopter, guardian, special guardian or foster parent of the child; or
- (e) Married to, or the partner of, one of those people mentioned above.

Or

- (f) be carer of adults who are in need of care and must be or expect to be caring for a spouse, partner, civil partner, mother, father, adopter, guardian, special guardian, parent-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, uncle, aunt or grandparent, step relative or half blood relative
- (g) if not one of the above, live at the same address as the adult in need of care

15.13.4 The sort of care-giving activities that carers of adults who request flexible working are likely to be involved in to a greater or lesser extent and for which evidence can be provided, include;

- (a) help with personal care (e.g. dressing, bathing, toileting)
- (b) help with mobility (e.g. walking, getting in and out of bed)
- (c) nursing tasks (e.g. daily blood checking; changing dressings)
- (d) giving/supervising medicines
- (e) escorting to appointments
- (f) supervision of person being looked after
- (g) emotional support
- (h) keeping the care recipient company
- (i) practical household tasks (e.g. preparing meals, doing shopping, domestic labour)
- (j) help with financial matters or paperwork

This is not an exhaustive list.

15.13.5 If an employee is eligible (see 15.13.1 above) they can request to:

- (a) Change the hours they work
- (b) Change the times when they are required to work; or
- (c) Work from home (whether for all or part of the week).

Note - If individuals request to work fewer hours they will have their pay reduced accordingly.

15.13.6 Employees should make any request in relation to Flexible Working Arrangements to their Line Manager using the appropriate documentation.

15.13.7 Any request that is made and accepted under this statutory right will be, unless otherwise agreed, a permanent change to an employees' terms and conditions of employment. Individuals have no automatic right to revert to their former terms and conditions of employment.

15.14 Marriage and Civil Partnership

15.14.1 One day's leave per annum with pay will be granted if the date of marriage or civil partnership falls on a day when the individual concerned would normally have been expected to work.

15.15 Exceptional Domestic Circumstances

15.15.1 One day's leave with pay may be granted by the Local Manager if an individual cannot attend work due to a catastrophe at home such as fire, flooding, a burglary, or because of exceptional domestic circumstances.

15.16 Long Service Award

15.16.1 Employees receiving an award will be granted one day's leave in order to attend their Long Service presentation. Such leave will be paid at basic rate. Where an individual chooses not to attend such a presentation, there will be no entitlement to one day's leave.

15.17 First Aid

15.17.1 Employees will be granted one day's extra paid leave for holding a valid First Aid Certificate that is kept current, (3 year certification). Such leave is valid for 18 months from the anniversary of certification.

15.17.2 Employees so trained will be expected to undertake First Aid duties as required by the company.

15.18 Territorial Army

15.18.1 Members of the Territorial Army or Volunteer Reserves may be granted up to two weeks' leave (10 days) per year in order to attend training.

15.19 Civic Duties

15.19.1 A range of leave, either on a paid or unpaid basis, may be granted if an individual involved in activities such as serving as a member of a Local Authority, as a Magistrate, or a School Governor.

- (a) Member of Local Authority - Unpaid leave up to a maximum of 40 days per annum.
- (b) Magistrates - Paid leave up to a maximum of 18 days per annum.
- (c) School Governors - Unpaid leave to a maximum of 5 days per annum
- (d) Jury service - Leave with basic pay

15.20 Attendance at Court or Employment Tribunals as a Witness

15.20.1 Employees will be granted paid leave in order to attend court or Employment Tribunals on work related issues where they are representing the company.

15.20.2 Employees acting as a witness against the company, will only be granted paid leave if this is taken from their Annual Leave entitlement, or unpaid leave.

15.20.3 Non-Work Related, (i.e. representing a third party) - Leave without pay will be granted for which loss of earnings should be reimbursed through the courts.

15.21 Blood Donation

15.21.1 Individuals may be granted time off to attend blood donation sessions, so long as time to do this is kept to a reasonable minimum. Wherever possible, appointments should be made outside of the roster, or where this is not possible, at the end of the working day. Such time is paid at basic rate and must be agreed with the local manager in advance.

15.22 Medicals

15.22.1 Continued employment is conditional on satisfactory completion of medical examination by nominated body.

15.22.2 Time away from normal duty is to be agreed at the Line Managers discretion, subject to roster patterns, but there will be no automatic right to be rostered free from the whole turn of duty.

16. SICK PAY ARRANGEMENTS

16.1 Eligibility for Company Sick Pay

16.1.1 Employees will be paid sickness benefits provided that they have been employed for a continuous period of 6 months or more.

16.2 Period of Payment of Sick Pay

16.2.1 For absence owing to illness or accidents, payment will be made as follows:

Maximum period of benefits

| <u>Period of service</u> | <u>Normal Benefit</u> | <u>Reduced benefit</u> |
|-------------------------------|-----------------------|------------------------|
| 6 months but less than 1 year | 6 weeks | 6 weeks |
| 1 year but less than 5 years | 16 weeks | 16 weeks |
| 5 years and over | 26 weeks | 26 weeks |

These payments to include SSP

(See Point of Interpretation).

'Normal Benefit' means benefit paid at a rate equal to the rate of the employee's normal basic salary less National Insurance benefit. No deduction will be made for National Insurance benefit in respect of the first three days of absence unless such benefit is payable, or becomes payable, retrospectively.

'Reduced Benefit' means benefit paid at a rate equal to half the rate of the employee's normal basic salary. The amount of 'Reduced' benefit will be restricted to ensure that the total of such payment and National Insurance benefit does not exceed the normal standard rate of pay.

16.3 Calculation of Sick Pay Benefit

16.3.1 The sick pay year will be 1 January to 31 December and the maximum period of entitlement within any calendar year is shown above, according to eligibility. Provided that the absence is continuous, periods of absence will be treated as if the whole had occurred in the year in which the absence commenced.

16.3.2 Entitlement to sick pay applicable at the commencement of an absence shall continue throughout the absence and an employee who during a period of absence exhausts his/her sick pay entitlement under this scheme cannot re-qualify for further sick pay during that absence. On return to work a further 1 month's service must be completed before there is any entitlement to sick pay.

16.4. Medical Certificates and Sick Pay Status Certificates

16.4.1 In all cases where an employee is unable to attend work because of their own sickness or injury they must advise their Supervisor at the earliest opportunity, but by no later than 2 hours after the commencement of the shift of the first day of absence.

16.4.2 They should also advise the likely length of absence. For sickness absence of up to and including 7 calendar days, employees are required to complete a self certification statement form. For sickness absences of 8 or more calendar days, employees are required to produce a medical certificate. The reason for any absence may be subject to enquiries and false information will result in disciplinary action.

16.5 Exclusion from Sickness Payments

16.5.1 Sickness payments may be withheld where incorrect information has been given, documents have been falsified or an individual knowingly gives false information regarding their absence, or when an employee has exhausted their benefits.

16.6. Long Term Absence

16.6.1 Where employees who, because of a medical condition, serious illness or injury, are likely to be absent from work for a prolonged period or may never return, a full investigation will be undertaken to determine the employees suitability for future work, and suitable options for the employee. Where it is a case that the employee is likely to remain unfit and unable to return or could not maintain a satisfactory level of attendance then the Company will consider invoking the ill health severance arrangements. It may, at the discretion of the pensions committee, be the case that the employee can qualify for ill health retirement.

16.7. Returning to Work Following Sickness Absence

- 16.7.1 Normally 24 hours notice is required of intention to return to work. A medical certificate must be provided by the employee stating that they are fit to resume work, where this is appropriate.

16.8 Sickness during Annual Leave

- 16.8.1 In the case of employees who are taken ill whilst on Annual Leave, the company will treat the period of illness as absence due to sickness, subject to production of a bona-fide Medical Certificate from a General Practitioner covering the period in question. The appropriate Annual Leave being granted at a later date.

16.9 Sickness during Bank Holidays

- 16.9.1 In the case of employees who are not available for duty on account of sickness shall, if absent sick on a Bank or Public Holiday, or during a Bank and Public Holiday period, shall be granted a day's leave in lieu in respect of each such day. This is, however, subject to production of a bona-fide Medical Certificate from a General Practitioner covering the period in question.

16.10. Medical Examinations

- 16.10.1 The Company reserves the right in all cases to have employees medically examined by a Company appointed doctor.

16.11. Employees reduced in grade owing to Ill Health, or Accident

- 16.11.1 Employees who are reduced in grade either permanently, or temporarily owing to ill health or accident will receive the rate of pay for the post in which they are accommodated, irrespective of their length of service.

16.12 Light duties during pregnancy

- 16.12.1 Female staff employed on more onerous work, for example tasks involving lifting and stretching and who are unable to perform their normal duties because of pregnancy are allowed, wherever possible, to undertake alternative work. This arrangement is subject to a request being made by the member of staff concerned and on condition that it is supported by the woman's General Practitioner, or Obstetrician. During the course of any such temporary redeployment the rate of pay and conditions of service of the individual are appropriately protected. It is, however, not possible to protect the level of earnings for the period of redeployment.

16.13 Employees Permanently Unfit for Work

- 16.13.1 Employees who are assessed and certified by the Company Doctor to be permanently unfit for work in their current position may have their contract terminated in accordance with ill health severance arrangements.
- 16.13.2 The termination payment for those employees who leave the service under the Ill Health Severance Arrangements will be 50% of the standard Network Rail redundancy termination entitlement. (See Point of Interpretation).

17. PENSIONS

17.1 Subject to relevant statutory provisions, employees will either be invited to join the Network Rail Defined Contribution (NRDC Scheme), provided that they have not attained the age of 65, or they will be a member of the Network Rail (Defined Benefit Section) of the Railways Pension Scheme.

17.2 Railways Pension Scheme (RPS) Defined Benefit Section

17.2.1 Each employee's current pensionable pay (basic pay which is pensionable) will continue to be pensionable for all service.

17.2.2 In addition, a Pensionable Restructuring Premium will be introduced which will be pensionable for future service only and will apply from the date of implementation of this agreement. The Pensionable Restructuring Premium will be the difference between the current basic rate of pay and the new increased rate of pay under this agreement.

17.2.3 The Pensionable Restructuring Premium forms part of the basic annual salary and is subject to any annual pay increase.

17.3 Railways Pension Scheme (RPS) Defined Contribution Section

17.3.1 Members of the Network Rail Defined Contribution (NRDC Scheme) have a Personal Account into which the company will pay of a minimum of 3% of their total pensionable earnings.

17.3.2 Members of the Network Rail Defined Contribution (NRDC Scheme) have the option of joining the Network Rail (Defined Benefit Section) of the Railways Pension Scheme after five years' company service.

18. TRAINING AND DEVELOPMENT

- 18.1 All employees covered by this agreement will be expected to undertake any relevant training appropriate to their Job Description, level of competence and also in line with future changes as required by the business. This may include undertaking training in duties not seen as traditionally part of the requirements of the post. (See Point of Interpretation).
- 18.2 Payment whilst attending a Training Course will be the best of the rostered turn, or the actual time taken whilst attending the Training Course.
- 18.3 If an individual fails to attend the required training and as a consequence fails to maintain proficiency in the requisite number of skills/competencies at the appropriate level within the grading structure, they will retain their rate of pay for a period of three months. During that time they will be given a second opportunity to be re-assessed. If the individual again fails to reach the appropriate level of competency within this three-month period, they will be re-assessed against the grading/competence structure and their rate of pay will be reduced accordingly. In this event if an individual subsequently feels they have achieved the criteria to return to their previous step within the grading/competence structure, they may apply in writing for reassessment, stating the grounds for such reassessment, together with any supporting evidence.
- 18.4 Employees will be required to undertake any duties for which they are competent and certified to carry out following training.
- 18.5 Overall business training needs on an ongoing basis will be identified on a depot by depot basis.

19. RE-ALLOCATION AND RE-TRAINING

19.1 Principles

- 19.1.1 This section covers the arrangements that are to apply where employees are required to carry out non-maintenance activities, the re-allocation of work type and the re-deployment of staff to work at alternative locations, without the need for recourse to formal consultation.
- 19.1.2 These arrangements are intended to provide a flexible and efficient method of allocating resource to a changing base requirement for maintenance, and the emergence of other non core maintenance work activity.
- 19.1.3 The arrangements in this section are to be treated as additional to, but not replacing agreed HR Organisational Change Process and/or the Promotion, Transfer, Redundancy & Resettlement Arrangements, (PTR&RA), which is the subject of separate documentation and discussions

19.2 Process

- 19.2.1 In all cases, work content will be defined in advance, in accordance with rostering principles (See Section 7).
- 19.2.2 Maintenance work will be prioritised at any location, prior to redeployment of staff or their allocation to non – maintenance activity.
- 19.2.3 Resource not required for core maintenance activity will be re-allocated to alternate work using the following priorities
- (a) On same geographic area
 - (b) Within the same functional skill set
 - (c) At other locations not on current geographic area
 - (d) Supporting other functional activity

19.3 Travelling arrangements

- 19.3.1 Where staff are required to work at other geographic on a temporary basis, suitable travel arrangements to the temporary location shall be discussed as part of the roster review process.
- 19.3.1 Additional travel time to new location will be paid, subject to the arrangements applicable to Site Start (See Section 9).

19.4 Training

- 19.4.1 It is recognised that in some cases training will be required in order for staff to undertake alternative work, where this is the case the necessary training will be made available.
- 19.4.2 The taking up of additional training in order to carry out non core activity will be optional for existing employees. Employees who decline this opportunity, will not be considered for the additional work opportunities.

19.5 Relocation

- 19.5.1 Where permanent relocation is necessary in order to utilise additional capacity, such arrangements will be subject to formal discussion under the existing PTR&R agreement.

20. NOTICE PERIODS

20.1 The following notice periods will apply from the company to all employees:

| <u>Service</u> | <u>Notice</u> |
|--|---|
| Less than 1 month | No notice |
| One month but less than 2 years service | One week's notice |
| Two years but less than 12 years service | One week's notice for each complete years service |
| 12 plus years or more | 12 weeks' notice |

20.2 Employees may terminate their contract of employment by giving four weeks notice in writing, (including the day of notice), expiring at any time.

20.3 In the event of an individual leaving Network Rail's employment without giving the required four week's notice, any pay due in respect of any incomplete week may be forfeited.

20.4 The period of notice in the event of redundancy is covered by a separate agreement.

21. TRAVEL FACILITIES

- 21.1 The 'protected' entitlement of 'Safeguarded Staff in respect of Travel Facilities under the ATOC arrangements will remain unchanged as a result of this agreement. (See Point of Interpretation).
- 21.2 Those staff who are not entitled to Travel Facilities from their former Conditions of Service will be entitled to a discount on their season ticket costs as negotiated with the Trades Unions. Employees should refer to the Season Ticket loan scheme, as published on the company Intranet (Connect) from time to time.

22. COMPANY POLICIES

- 22.1 All Network Rail employees are required to comply with Network Rail's Rules, Policies and Procedures. Failure to do so may result in disciplinary action. A copy of Network Rail's Policies and Procedures, which are non contractual, can be found on the Intranet (Connect) or in the Employment Handbook.
- 22.2 Long Service Awards are made upon completion of 25 years' employment; a gift is presented upon retirement after at least 10 years' service.

23. INTRODUCTION OF NEW TECHNOLOGY, PROCESSES & PROCEDURES

23.1 Principles

- 23.1.1 In order that new technology can be introduced, consistent with the development of the efficient and effective management of the infrastructure, the following procedures will apply.
- 23.1.2 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.
- 23.1.3 Where such new technology, processes and procedures substantially change a role profile, Job Evaluation will be used to assess the impact this may have on the responsibilities and grading of the post.

23.2 Definition

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

23.3 Process

- 23.3.1 A framework for the seamless introduction of new technology, processes and procedures, will be used.
- 23.3.2 Where modified equipment is 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.
- 23.3.3 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) The skills required to operate the new technology will be benchmarked against existing skill sets already in use within the business
 - (b) 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

- (c) 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
- (d) 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 evaluation of the revised Job Description will be carried out
- (e) 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
- (f) 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).
- (g) Such changes will be subject of discussions and resolution at the National Maintenance Council.

23.4 Safety

- 23.4.1 Appropriate risk assessment will be carried out prior to the introduction of any new technology, processes and procedures. Safety representatives will be included in the review of the risk assessment.
- 23.4.2 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.
- 23.4.3 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.

APPENDIX A – GRADES COVERED BY THE NEW AGREEMENT

With the exception of EGU grades and those in Role Clarity 1-4 grades, or equivalent, who are covered by a separate agreement, all those individuals who are on former IMC Terms and Conditions of Employment will be covered by this new restructuring agreement.

This also includes all those individuals within the Infrastructure Maintenance function who have remained on former 'BR' Terms and Conditions of employment, (i.e. former Red Book, Blue Book and Green Book) and those individuals in Role Clarity 5-8 grades, including Apprentices, who are employed within the Infrastructure Maintenance Function of Network Rail.

| | |
|---------------------------------|---|
| <u>Former Amec</u> | Salaried Contract A Salaried Contract B S&T A 41, 41.5, 43 hours contracts Wages staff |
| <u>Former Amey</u> | Personal Contract Restructured |
| <u>Former Balfour Beatty</u> | Band 1 Band 2 Band 2A Band 3 – Restructured Wessex Restructured Wessex Salaried Contract A Wessex Salaried Contract B Clerical Personal Contract |
| <u>Former Carillion</u> | Personal Contract Maintenance Managers Restructured |
| <u>Former First Engineering</u> | Salaried Staff Wages Staff Supervisors Workshop Supervisors Controllers Technical Staff Restructured |
| <u>Former Jarvis</u> | Management Staff Restructured |
| <u>Former Serco</u> | Cat B Cat A |

Former Raynesway

Former NRS

Former BB/Carillion JV

Former C Spencer

Former IMS

In addition to the above, a number of staff have transferred and in the future may transfer into Network Rail under the provisions of TUPE. Whilst the Terms and Conditions of these individuals are protected by TUPE legislation, it is the intention, subject to separate discussion, that such staff should adopt the 'standard' Maintenance Terms and Conditions.

APPENDIX B – ASSIMILATION

Individuals will ‘assimilate’ over to the new level and rate of pay, based on their role at the time of the implementation of these changes.

Pay protection

The company recognises the need for some form of “pay protection” for basic and pensionable pay for those employees whose current basic, or contracted rates of pay, are above the rates of pay that are introduced.

Future pay increases for those whose (pay award) rate of pay is above the new rate of pay will receive an annual increase equivalent to the value of RPI only.

The following principles in respect of other elements of pay protection will also apply:

| | |
|------------------|---|
| Basic pay | Basic pay, (i.e. that which is currently subject to an increase as part of the pay award discussions), will not be reduced in respect of any individual. |
| London Allowance | The proposed London Allowances will apply and supercede all existing London & South Eastern Allowances which are currently payable. |
| Pensionable Pay | It is not intended that existing Pensionable Pay will be reduced in respect of any individual, any increase in pensionable pay as a result of assimilation to the new rate of pay will, however, only be pensionable for future service only. (See Section 17.2). |
| PTR&R | PDTA payments will continue to be maintained at the level payments payable as at ‘Standardisation’, these will be reduced in accordance with the laid down timescales until the agreed expiry date is reached. |

Provisional ‘slotting’ into the new grading structure will be undertaken jointly by an independent representative of the Trade Union (TU coordinator) and an independent representative of Management.

Upon completion of the provisional ‘slotting’, the overall allocation will be jointly reviewed by a central review panel by the full time officials of the Trades Unions and representatives of the Management Team.

Once the ‘slotting’ has been validated centrally, employees will be advised how this would affect them on a personal basis.

APPENDIX C – TRANSITIONAL ARRANGEMENTS

The following transitional arrangements will apply to existing staff within the Infrastructure Maintenance Function.

| <u>Clause</u> | <u>Question</u> | <u>Answer</u> |
|----------------------|--|---|
| General | Once agreement has been reached with the Trades Unions will there be joint briefing/training sessions so that everyone is up to speed with the new Terms and Conditions? | Yes. It is vitally important that Managers, Supervisors, employee representatives and all of our staff fully understand what is contained in the new Terms and Conditions. A very detailed briefing and training programme will be undertaken prior to implementation to ensure there is a common understanding of the new agreement. |
| 1.2 | Will all individuals covered by this agreement be required to adopt the new Terms and Conditions? | Yes – Our aim is that we will reach a Collective Agreement with the Trades Unions and, as a consequence, this will mean that all existing staff will have to adopt the new Terms and Conditions from the date of implementation of the new agreement. |
| 1.2 | How will those individuals who are currently graded ‘Supervisor’, but covered by the agreement applicable to ‘Maintenance’ grades be dealt with? | Existing staff will have to adopt the new Terms and Conditions, for the appropriate role, from the date of implementation of the new agreement. During the Transition period, we will identify how each individual will be personally affected and they will be advised accordingly. |

- 1.6 What will be the mechanism to ensure that all existing National, Regional and Local Agreements will, in fact, be superceded?
- Area Councils have been asked to highlight any agreements which they believe continue to apply and present evidence in support of this.
- Such agreements will be considered and if appropriate will be incorporated within the new Terms and Conditions, or alternatively withdrawn. There will be a requirement that all/any agreements which are subsequently made at Area/Local level must have a built in review date. A register will be drawn up by each Area Council of any existing agreements which it is jointly agreed are still valid, plus any new agreements which are subsequently made.
- 1.6 In the event that an issue of Terms and Conditions of employment arises which is not covered by this agreement, how will this aspect be dealt with?
- During transition and for a period of up to 12 months a Joint Monitoring Committee will be established specifically to deal with such issues.
- Thereafter, the matter will be referred to the National Maintenance Council for discussion and resolution.
- 2 Will there be redundancies as a result of the implementation of 'standardised' Terms and Conditions?
- It is not the intention that implementation of a standard set of Terms and Conditions within the Infrastructure Maintenance Function will result in individuals being made redundant.
- 3 It is noted from the Job Descriptions that the requirement to drive company vehicles will be mandatory. What will be the situation for those individuals who do not currently drive, or have no wish to do so?
- This situation will need to be considered on an individual basis depending upon the role being undertaken by the individual and local requirements.
- 3.8 Will the home station of those individuals required to adopt the new Terms and Conditions be protected at the date of implementation?
- Yes – Existing Home Stations will be retained at the date implementation, however, this does not preclude subsequent changes which will be dealt with in accordance with agreed arrangements.

- 6.1 What protection will be afforded to those individuals whose rate of pay is currently in excess of that which is proposed in the new Terms and Conditions? This aspect will be considered on a case by case basis, however, the general principle to be adopted will be that if the current basic rate of pay is in excess of that which is proposed, this will be retained, on a personal basis. (See Appendix B – Assimilation).
7. There is a concern that the agreement compels employees who haven't previously worked weekends or nights, on religious grounds, etc., to do so. What protection will these employees receive? The agreement provides the flexibility for staff to be rostered over 7 days and around the 24 hour day, subject to the provisions of Section 6. However, where staff have not in the previous 2 years been available to work such hours, the company will make every effort to ensure that they are not compelled to do so, especially where personal domestic reasons or religious convictions prevail.
- 7.2.3 What is the position regarding the negotiation of new rosters associated with the implementation of the new agreement? A prime role of the TU Representative will be to facilitate and embed the process of 'standardisation' and where appropriate they may become involved at Stage 3 of the 3-stage process.
- 14.1 What transitional arrangements will be put in place to facilitate the transfer from weekly to 4 weekly pay? An interest free loan, repayable within a period of 12 months, will be provided to such individuals in order to facilitate the transfer to 4 weekly pay.
- 17 What protection will be afforded to those individuals whose pensionable rate of pay is currently in excess of that which is proposed in the new Terms and Conditions? This aspect will be considered on a case by case basis, however, the general principle to be adopted will be that if the current pensionable rate of pay is in excess of that which is proposed, this will be retained, on a personal basis, until 'overtaken' by the rate of pay for the role in which they have been appointed.

APPENDIX D – POINTS OF INTERPRETATION

The following points of interpretation are provided in support of the revised Terms and Conditions for staff within the Infrastructure Maintenance Function of Network Rail.

| <u>Clause</u> | <u>Question</u> | <u>Answer</u> |
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| 1.2 | What is meant by the term ‘those in Role Clarity grades, or equivalent’? | This relates to those individuals who, whilst they have been appointed to a post graded Role Clarity 1-4, have retained their former IMC Terms and Conditions on a personal basis. |
| 1.2 | What is the situation surrounding those employees who have already been given and have accepted a Role Clarity contract? | Such individuals will be reviewed on an individual basis, but where the roles are ‘operational’, they will be required to adopt the new Terms and Conditions. This will include some Section Managers and some Technical staff. |
| 2.5 | Does this paragraph give Network Rail the facility to make changes to working practices etc, once implemented, without negotiations being undertaken with the TU’s? | It is confirmed that in the event of material changes in working practices, new technology, etc. these will be discussed at the appropriate level in the Bargaining Machinery. Management will however, determine the level and number of resources required to carry out each task. |
| 3.1 | Whilst noting there will be standard generic Job Descriptions throughout the Infrastructure Maintenance Function, which will incorporate overlapping skills, can, for example, S&T staff be expected to undertake ‘litter picking’ when not required to undertake routine S&T Maintenance or Faulting work? | It is intended that ‘all employees will be required to carry out any duties within their competence’, (clause 3.3 refers). This would certainly include the requirement for S&T staff to undertake ‘litter picking’ duties when they are not required to undertake routine Maintenance or Faulting work. (See also Section 4 – Joint Working and Overlapping Skills. |
| 3.2 | What is the mechanism by which future changes to the standard Job Descriptions can be made and at what level in the organisation such changes can be dealt with? | The mechanisms by which Job Descriptions are dealt with are covered within Annex 1, Clause 6.1 of the agreed Bargaining Procedures. (Annex 3, paragraph 10 will no longer be relevant upon implementation of this agreement). |

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| 3.4 | How will 'changes as required by the business' be dealt with? | In the event of any changes to working practices, introduction of new technology, etc. these will be discussed at the appropriate level in the Bargaining Machinery. |
| 3.7 | What is meant by the clause, 'On occasions and where necessary, employees may be expected to work at other locations as the business demands'? | In normal circumstances, employees are expected to work at their usual place of work, however, on occasions and where necessary employees may be expected to work at other locations as the business demands. It is not the intention that individuals will be disadvantaged in these circumstances, this is, however, a requirement of the job. |
| 3.8 | What is the situation in relation to those individuals who currently work from home? | This aspect will depend on the specific local arrangements in force, but in principle will be no different to that which currently applies. See also Section 9 relating to Site Start/Home Start. |
| 7.1.1 | What is meant by the term 'local management'? | This is the individual who is responsible for 'negotiating' the roster with the employee representatives. |
| 7.2.1 | What will be the situation If employee representatives do not submit an alternative roster to the Line Manager/ Supervisor within 48 hours? | The roster, as proposed by the Line Manager/Supervisor, will be implemented. |
| 7.2.2 | What is meant by the term 'relevant employee representatives' within this paragraph? | The Stage 2 meeting will involve the local representatives and the relevant Delivery Unit Council representative, together with the Delivery Unit Engineer, or equivalent, and a representative from HR. |
| 7.2.3 | What is meant by the term 'relevant employee representatives' within this paragraph? | The Stage 3 meeting will involve the Delivery Unit Council representatives, together with the IMDM, or equivalent, and a representative from HR. |

- 7.2.6 What is meant by this clause? In certain situations, however, there may be a need to change a roster mid-cycle due to a change in business requirements but this will only be applicable where the roster period is 12 weeks, or greater.
- 7.3.1 How will those staff on former AMEY Terms and Conditions, who are currently 'committed' to working an average of 40 hours per week, be dealt with? Such individuals will be required to adopt these new Terms and Conditions, whereby they will be required to work 35 hours per week averaged over the length of the agreed roster cycle.
- 7.3.3 What arrangements will be put in place by which to 'move' people from their existing pay week to commence from 00.01 hours on a Friday? This will vary from individual, but in the main the changes will fall into three categories:

Those individuals whose week currently commences at 00.01 hours on a Sunday, those individuals whose week currently commences at 18.01 hours on a Friday and those individuals whose week currently commences at 00.01 hours on a Monday. Arrangements will be discussed with the Trades Unions to ensure that individuals are not financially disadvantaged.
- 7.3.4 Why is there such a broad span in relation to the length of the roster cycle, i.e. up to a maximum of 52 weeks, or a minimum of 8 weeks? The rostering period will not normally be less than 13 weeks, unless agreement can be reached locally to vary this, where particular local circumstances dictate. There will be some locations and certain circumstances where 8 week rosters will be required, but this will not be the 'norm'. All rosters are required to be reviewed at least annually.
- 7.3.4 What will be the situation at those locations where rosters of 4, 5 and 6 weeks are currently in place? If it is appropriate to meet the needs of the business and both sides are agreeable, there is no reason why such an arrangement should not continue as a Local Agreement. Generally speaking, however, rosters will be between 8 weeks and 52 weeks.

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| 7.3.12 | What is the position regarding minimum rest periods when an individual, or individuals, are required to remain at work beyond their rostered booking off time? | In such circumstances the mandatory rest period will be 12 hours, unless extreme circumstances dictate that this will be less. |
| 7.3.14 | What is meant by the term 'consecutively rostered shifts'? | This relates to a consecutive number of days, each of which contains a rostered shift. |
| 7.4.2 | Why is the company proposing an increase in the level of weekend and night working from that which exists today? | Business needs now dictate that there will be an increase in the amount of weekend and night work that we will be required to undertake. This aspect will be discussed locally. |
| 7.5.1 | What is the definition of a week of nights? | A week of nights is defined as three or more shifts within a calendar week, i.e. 00.01 hours on a Friday morning until 24.00 hours on Thursday. |
| 7.7.1 | What is the maximum number of changes which can be made to a roster once this has been published? | The number of changes which may be made to a roster once this has been published is limited to 15% of the total number of rostered shifts. Any changes beyond this number may only be done by agreement between the company and the individual(s) concerned. Within this context a 'change' is defined as being caused by a short-term operational need, sickness, etc. |
| 7.8.1 | Paragraph 7.8.1 refers to the number of changes which can be made on an individual basis, but what if changes are made to more than one individual? | The principles outlined above will apply. The total number of changes which may be made to the roster of any one individual, once this has been published, is limited to 15% of the total number of rostered shifts. |
| 7.8.2 | What is meant by the term, 'or previous turn of duty where this is not consecutive'? | Where there is a need to alter a turn of duty, subject to conforming to the provisions of clause 7.8.1, a minimum of 48 hours notice will be given of such an alteration. Where an individual cannot be advised of such a change due to the fact they are not at work, such advice must be given to the individual during their previous worked turn of duty. |

- 7.8.2 What will be the situation where the change to a turn of duty involves working more, or less hours than had previously been rostered?
- Where the change to a rostered turn of duty results in the shift length being the same as the original roster, but this the start time/finish time are changed due cognisance needs to be given to the effect this may have on other rostered turns of duty in the same week.
- Where the change to a rostered turn of duty results in a change to the shift length, the following arrangements will apply.
- (a) In cases where the revised shift length is longer than the original rostered turn, any additional hours that are worked will be paid as overtime.
- (b) In cases where the revised shift length is shorter than the original rostered turn, the original rostered hours, including shift premium, will be paid, (i.e. the individuals will not be financially disadvantaged as a consequence of this change).
- Days rostered free from duty can only be changed by obtaining the agreement of the individual.
- 7.8.3 Will individuals be limited to the number of changes they may make?
- The principles outlined above in relation to the number of changes which can be made by Management will also apply to individuals, i.e. the total number of changes which may be made to the roster by any one individual is limited to 15% of the total number of rostered shifts.
- 7.9.1 What is the situation regarding those individuals who are 'rostered, not required' on a Bank Holiday?
- In such circumstances, the individual will not be required to attend for duty and will be paid for the rostered hours at basic time, i.e. without enhancement.

- 7.9.1 Other than on a voluntary basis, some individuals have never been required to work on Christmas Day, Boxing Day or New Years Day, but can now be rostered to work.
- It is proposed that for existing employees, Christmas Day, Boxing Day (2nd January in Scotland) and New Years Day working will be on a voluntary basis, except where these turns can already be rostered.
- It is confirmed that for new appointments after implementation, however, that Christmas and New Year Bank holidays will be rostered as required.
- 7.9.2 What is the situation in relation to an individual who initially volunteers for a shift on Christmas Day, etc. and who subsequently fails to turn up for duty.
- 8.4.3 This aspect should be dealt with in accordance with the disciplinary procedures on the basis that the individuals have previously indicated their willingness to work and have subsequently 'absented' themselves from duty.
- 7.10.1 What is meant by the term, 'continuous cover'?
- Continuous cover refers to those roles where cover is required to be provided on a continuous basis, i.e. in the event of an incident affecting the train service, immediate response is required. This may be in situations where 24 hour over is provided, but could also apply on early, middle and late shifts where an immediate response is required.
- 11.1 What is the situation regarding those individuals that have been receiving HGP for more than two years?
- Should this occur each case will be reviewed on its merits and a decision made accordingly.
- 13.2 What is meant by the phrase, "Authorised expenses which are properly and reasonably incurred, etc, etc.?"
- The principle aim of this clause is to ensure that Network Rail employees are not 'out of pocket' as a consequence of undertaking the requirements of their post. In the majority of cases, tickets for travel and where necessary hotel accommodation, will be pre-booked.
- 14.3 If I currently receive a payslip every four weeks, does this mean that in future I will receive a weekly payslip?
- No. If you currently receive a payslip every four weeks, this arrangement will continue.

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| 15.1.11 | Whilst it is acknowledged that Annual Leave may only be taken on dates agreed by the Local Manager, what guarantee can be given that applications for Annual Leave will be honoured? | Requests for Annual Leave will not be unreasonably withheld, including time off at weekends, but such requests for leave cannot be guaranteed and will be subject to agreement by the Local Manager. |
| 15.2.1 | Will there be a restriction on the number of individuals who can take leave at any one time? | This is an issue which will need to be discussed at local level as part of the roster sign off process. |
| 15.4.3 | If an individual books on at 22.00 hours prior to a Bank Holiday and subsequently at 22.00 hours on the Bank Holiday does this clause mean that they qualify for two lieu days? | No. The principle is that an individual can only accrue one lieu day for each Bank Holiday on which they are required to work. |
| 16.2.1 | Where sick pay is exhausted, what arrangements will be put in place to advise the individual? | In such cases the Paid Official of the employee concerned will be advised of the circumstances of the case and when sick pay entitlement will cease. |
| 16.13.2 | What has happened to the Stood Off Arrangements? | These will no longer apply and are superceded by these new Terms and Conditions. |
| 21.1 | Can free and reduced rate travel for leisure purposes be provided for those employees who do not currently enjoy this facility? | This is not possible since this aspect is solely within the control of ATOC, whose rules do not provide for this. |

APPENDIX E – OVERLAPPING SKILLS

Possible Overlapping Skills

Items can be covered only where trained, competent and time is available.

- 1. Signalling carry out: -**
 - Points Heating Maintenance
 - Points Heating Faulting
 - SO/53
 - Bonding checks
 - Security of S&C
 - Localised vegetation clearance
 - Heat patrolling
 - OLE visual inspection
 - UPS maintenance
 - SSP status checks
 - PSP status
 - Switch grinding (pointcare)

- 2. Distribution carry out: -**
 - Location case servicing
 - Power supplies
 - Bonding checks
 - Localised vegetation clearance
 - Heat patrolling

- 3. Ultrasonic Operators carry out: -**
 - IBJ Testing
 - Insulation Testing (pads/nylons)
 - Fitting clamp plates
 - Putting out speed boards
 - Assistant Welder

- 4. P/Way to undertake: -**
 - Authorised Person Duties
 - Crank Lubrication
 - Bonding checks
 - OLE visual inspection
 - Assistant Welder

- 5. Signalling or Rapid Response Teams to undertake response to: -**
 - Bridge Strikes
 - Broken Rail, Emergency Clamping
 - Animal on the Line
 - Hand signalling
 - First Line Faulting of Fencing Repairs
 - Warning Boards
 - Vandalism and Trespass

- Tie Bars, Stretcher Bars
 - Point Heater Faulting
 - Assist in Erecting Earths, as directed by a nominated person
- 6. Signalling to give First Line Response/Assistance to: -**
- OLE Breaker Operation Controls
- 7. All Staff to Undertake Auxiliary Duties such as: -**
- Hand signaller
 - Point Operator
 - Level Crossing Barrier Attendant
 - PICOP
 - Rail break
 - Bridge bash
8. All patrolling staff to note, and if minor deal with vegetation, bonding, signal sighting, faults in level crossing, cattle guards and other associated equipment, cleaning lineside signs, warning boards, signal lens.