

PRIVATE & CONFIDENTIAL
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Network Rail
Revised Terms & Conditions
Maintenance Staff
(Technical Grades)

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1. SCOPE

- 1.1 This document outlines proposals in relation to the standardisation of Terms and Conditions of employment for those employees regarded as 'Technical' within the Infrastructure Maintenance Function of Network Rail which will take effect from **(Date to be agreed)**.
- 1.2 Those individuals who are on Network Rail or former IMC Terms and Conditions of Employment who are employed in a post regarded as 'Technical' will be covered by this new restructuring agreement. 'Technical' posts are defined as those with a requirement for a formal technical or scientific qualification. (See Transitional Arrangements and also Points of Interpretation).
- 1.3 This agreement will take effect from **(Date to be agreed)**. Posts identified as 'Technical' will be noted as such on the Job Description, which will also include an indication of the formal qualifications to be held, or in the case of posts graded Technical Officer, the target qualifications for which the post holder should be studying.
- 1.4 Assimilation into these new Terms and Conditions will be subject to the current role fitting the criteria set out in paragraph 1.2 and 1.3 above. Details of the roles covered by this new restructuring 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 'Professional & Technical' employees within the Infrastructure Maintenance Function of Network Rail 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 within the Infrastructure Maintenance Function of 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 to all 'Technical' staff throughout the Infrastructure Maintenance Function, which will be discussed as part of the reorganisation process.
- 3.2 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.
- 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. (See Point of Interpretation).
- 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.
- 3.5 On occasions and where necessary, employees may be required to work at other locations to meet particular business needs and this will be done in consultation with the individual concerned. (See Point of Interpretation).
- 3.6 The home station which employees should use for booking on and booking off purposes is detailed in their letter of appointment. (See Transitional Arrangements).

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.
- 4.1.2 As the role of 'Technical' staff is generally more specific, the opportunity for overlap becomes less. Where there is similarity of equipment, (electrical/ electronic), there is an opportunity to broaden the use of Technical Staff.

5. TEAM SIZE BY TASK

- 5.1 The organisational requirement for 'Technical' Staff is discussed and determined as part of the reorganisation process this Section does not apply to Technical Staff.

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6. GRADE STRUCTURE AND RATES OF PAY

- 6.1 A new single pay and grading structure will be introduced for 'Technical' staff within the Infrastructure Maintenance Function as part of the Standardisation process.
- 6.2 The grading structure for 'Technical' employees will be based on three levels and will comprise of
- (a) Principal Technical Officer (PTO)
 - (b) Senior Technical Officer (STO)
 - (c) Technical Officer (TO)
- 6.3 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.
- 6.4 The Job Evaluation process will be jointly agreed and will involve representatives of both Management and the Trades Unions.
- 6.5 Assimilation into the new grading structure is detailed in Appendix B.
- 6.6 There will be four spot rates within each grade. Following initial placement into the salary structure, subsequent movement through the band would be on the basis of performance using existing Performance Review documentation. (See below).

Principal Technical Officer

Level 4	£38,000 per annum
Level 3	£36,000 per annum
Level 2	£34,000 per annum
Level 1	£32,000 per annum

Senior Technical Officer

Level 4	£28,250 per annum
Level 3	£27,000 per annum
Level 2	£25,750 per annum
Level 1	£24,500 per annum

Technical Officer

Level 4	£23,000 per annum
Level 3	£22,000 per annum
Level 2	£21,000 per annum
Level 1	£20,000 per annum

- 6.7 The above spot rates will be increased in line with the annual pay award.
- 6.8 For the minimum salary, an individual will normally be scheduled to work 35 hours per week, (day time shifts), Monday to Friday.
- 6.9 The employee performance review process plays an important role in improving personal performance and development. Improvement in the position within each salary range will be dependant on the outcome of an individual performance review and will be effective from 1st January. A one step increase will be awarded to those individuals who achieve an 'Outstanding' rating.

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7. HOURS AND ROSTERING ARRANGEMENTS

7.1 Rostering Principles

- 7.1.1 The hours of cover to meet the workload will be determined by local management following consultation with the Staff Representatives/ individuals concerned. In principle 'Technical' staff will be expected to follow the variable work patterns of Maintenance staff and the hours of duty to meet this objective will be agreed between the Line Manager and the individual. (See Point of Interpretation).
- 7.1.2 In the event of a disagreement, working patterns will be the subject of negotiation with Local Representatives in accordance with the process laid down below.

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 employee representatives by the Line Manager/Supervisor responsible for preparing it at least six weeks before the commencement of the roster.

If the employee representatives do not agree with the proposal they must identify a no less cost effective alternative. In the event of disagreement, any alternative roster must be submitted to the Line Manager/ Supervisor by the employee representatives within 48 hours of the 'Stage 1' meeting for consideration.

If the roster submitted by the employee representatives is accepted by the Line Manager/ Supervisor this will be implemented. If the roster submitted by the employee representatives is not accepted by the Line Manager/Supervisor, this matter will immediately progress to the next stage.

7.2.2 Stage 2 (Delivery Unit level, or equivalent)

The Local Manager, relevant employee representatives and an HR representative will meet to consider the minutes of the 'Stage 1' meeting, details of the workload, proposed roster from the Line Manager/Supervisor and proposed alternative roster submitted by the employee representatives. This meeting will normally take place at least five weeks before the proposed commencement date of the roster. If agreement is reached at this stage, the roster will be implemented. If agreement on a roster cannot be reached, this matter will progress to the next stage at the earliest opportunity.

7.2.3 Stage 3 (Area level)

The Infrastructure Maintenance Manager, (or nominated deputy), relevant employee representatives and Area HR Manager will meet with the Full Time official of the relevant Trade Union, (or nominated deputy), to consider the minutes of the previous meetings, details of the workload, proposed roster from the Line Manager/Supervisor and proposed alternative roster submitted by the employee representatives. This meeting will normally take place no later than four weeks before the proposed commencement date of the roster. Unless agreement can be reached regarding an alternative roster, the management roster will be implemented, (so long as this complies with the rostering arrangements). (See Point of Interpretation).

7.2.4 Rosters will normally be published a minimum of 4 weeks before the commencement of the roster cycle, or 2 weeks where the roster cycle is less than 8 weeks.

7.2.5 In force rosters 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.

7.3.2 Hours to be worked for the minimum agreed salary will normally be day turns Monday to Friday. However, if weekend and/or night turns are required for the post then the working week can be extended to include any period during the 7 day week where such arrangements have been agreed as per the arrangements set out in Section 8.

7.3.3 The maximum turn length, including travelling time, will be 12 hours.

7.3.4 The minimum turn length, including travelling time, will be 6 hours.

7.3.5 Additional shifts may be worked to meet business requirements, provided that no more than 13 turns are worked in a 14 day period. Payment arrangements are detailed in Section 8 of this agreement. There will be no other payment for overtime.

7.3.6 The maximum number of consecutive shifts within the working pattern is ten.

7.3.7 The minimum rest interval within the working pattern will be 12 hours. (See Point of Interpretation).

7.3.8 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.

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

7.4 Weekend working

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

7.4.2 'Technical' staff will not be required to work for more than 39 weekends comprising of 1 or more turns throughout the year, up to a maximum of 91 shifts per annum.

7.4.3 13 weekends within the working pattern are free from duty throughout the year, although this will not prevent 'Technical' staff from working additional shifts on a voluntary basis, if requested by the company to do so.

7.5 Night working

7.5.1 For the purposes of this agreement, a night shift is defined as any shift commencing at or after 18.00 hours where the greater part of the shift is between 22.00 hours and 06.00 hours (inclusive).

7.6 Alteration of shifts

7.6.1 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.

7.7 Bank & Public Holidays

7.7.1 'Technical' staff can be required to work on any day throughout the year, including Bank and Public Holidays. (See Point of Interpretation).

- 7.7.2 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; 'Technical' staff will be required to work on these days.
- 7.7.3 'Technical' staff who are required 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.
- 7.7.4 Where 'Technical' staff are required to work a day free from duty on a Bank or Public Holiday, they will receive a credit of one day lieu leave to their leave entitlement.
- 7.7.5 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 12 months of this having being accrued. Any lieu leave not taken within this period will be forfeited.

7.8 Meal Breaks

- 7.8.1 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
- 7.8.2 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.

7.9 Requirement to work at times of disruption

- 7.9.1 In addition to the basic 35 hours there will be a requirement when operations are disrupted to work up to 2 hours at the end of any shift or turn, 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) 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;

(c) Attendance at a major incident (priority 1),

7.9.2 Additional hours worked are subject to a maximum of 12 hours on duty on any single turn with a maximum of 2 hours in any turn, or 8 hours in any one week.

7.9.3 Additional hours worked in these circumstances will receive no additional payment.

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8. ADDITIONAL REQUIREMENTS

- 8.1. 'Technical' staff frequently required to undertake unsocial hours will be eligible to receive an additional 'Operational' allowance paid pro rata together with salary to be calculated on the following basis:

	<u>Frequency</u>	<u>% of salary</u>
Night Duty as part of normal week's work (core)	Up to 13 wks per year	6
	Between 14-18 wks per year	8
	Between 19-26 wks per year	12

Night Duty as part of normal Week's work (voluntary – see below)	Between 27-39 wks per year	18
Weekend Duty as part of normal week's work (core)	Up to 13 weekend shifts per year	1.25
	14-18 weekend shifts per year	1.67
	19-26 weekend shifts per year	2.5
	27-39 weekend shifts per year	3.75
	40-52 weekend shifts per year	5

Weekend Duty as part of normal week's work (voluntary – see below)	53-65 weekend shifts per year	6.5
	66-78 weekend shifts per year	7.5
	79-91 weekend shifts per year	8
Additional shifts (core)	Up to 13 additional shifts per year	5
	14-18 additional shifts per year	6.7
	19-26 additional shifts per year	10
	27-39 additional shifts per year	15
	40-52 additional shifts per year	20

Additional shifts (voluntary – see below)	53-65 additional shifts per year	25
	66-78 additional shifts per year	30
	79-91 additional shifts per year	35

- 8.2 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/appointed after **(Date of implementation)**, the requirement for additional flexibility will not be voluntary, but will be according to the workload.
- 8.3 Rostered Night Duty is defined as any shift commencing at or after 18.00 hours where the greater part of the shift is between 22.00 hours and 06.00 hours (inclusive).

- 8.4 Weekend Duty is defined as any shift commencing at or after 18.00 hours on a Friday evening and before 05.59 hours on a Monday morning and where the greater part of the shift is between these times.
- 8.5 The minimum additional requirement in respect of each role covered by this agreement is to be set out, in advance, by the Line Manager, including the requirement for additional shifts.
- 8.6 Additional requirements must be agreed on an annual basis and will run for the calendar year unless there is a job change, in which case this will be reviewed and an 'Operational' allowance agreed in line with the new job requirement. Where the new role does not require Weekend, or Night working, such allowances will cease to be payable. (See Point of Interpretation).
- 8.7 'Operational' allowances will continue to be paid during periods of leave but will only be retained for the first four weeks in a continuous period of sickness and will then cease. (See Point of Interpretation)
- 8.8 Emergency call out and the occasional requirement for extended shift working is part of the basic contract for which no additional payment will be made.
- 8.9 The 'Operational' allowance is to be reviewed by the Line Manager in December each year. This is to evaluate the shifts worked in the previous year, and what is required for the post in the forthcoming year. Allowances can go up as well as down or even cease depending upon the 'Operational' commitment required.
- 8.10 'Operational' allowances will not qualify for pension purposes.
- 8.11 **Christmas Day, Boxing Day and New Years Day**
- 8.11.1 Hours worked between 0001 and 2359 on Christmas Day, Boxing Day and New Years Day will attract a payment of 200%, (i.e. double time)..
- 8.11.2 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/HOME START

9.1 Principles

- 9.1. Site Start is one off the key modernising elements within the proposals, however, the effect on Technical staff of this requirement is limited to the need to ensure full facilities and planning information is available to staff and that the site arrival element are supervised as required.

In most cases, Supervisors would have the use of a company vehicle where start of work or follow up site visit is required.

9.2 Framework

- 9.2.1 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.
- 9.2.2 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.

10. CONTINGENCY COVER

- 10.1 There is no requirement for 'Technical' Grades within Track and Electrification to undertake contingency cover, (i.e. On Call duties).

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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.

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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

West Country

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 Regional Allowances

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

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.
- 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 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

- 15.1.4 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.
- 15.1.5 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

15.1.6 Annual Leave may only be taken on dates agreed with the Local Manager. (See Point of Interpretation).

15.1.7 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 Payment for Annual Leave

15.2.1 For each day of Annual Leave holiday, employees who undertake regular shift working will receive their normal basic pay plus 'Operational' Allowances.

15.3 Bank and Public Holidays

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

15.3.2 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

15.3.3 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).

15.3.4 Employees will be paid basic pay plus 'Operational Allowances' for each day of holiday which is accrued in this way.

15.3.5 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.

15.3.6 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 15.3.1 to 15.3.5 will apply).

15.3.7 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 Maternity Leave

15.4.1 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.

15.4.2 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.

- 15.4.3 Maternity Leave may commence any time from the 11th week before the Expected Week of Childbirth (EWC).
- 15.4.4 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
- 15.4.5 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.
- 15.4.6 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.
- 15.4.7 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.
- 15.4.8 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.
- 15.4.9 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.

15.5 Paternity Leave

15.5.1 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.

15.5.2 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.

15.5.3 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.

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

15.6 Parental Leave

15.6.1 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.

15.6.2 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.

15.6.3 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.

15.6.4 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.

15.6.5 A request for Parental Leave will be dealt with in the same way as requests for annual leave.

15.6.6 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.

- 15.6.7 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.
- 15.6.8 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.

15.7 Adoption Leave and Pay

- 15.7.1 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.
- 15.7.2 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.
- 15.7.3. 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.
- 15.7.4 If an employee qualifies for under clause 15.7.1 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.

- 15.7.5 If an employee is eligible for leave under Clause 15.7.1 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.
- 15.7.6 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.
- 15.7.7. 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.
- 15.7.8 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.
- 15.7.9 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.
- 15.7.10 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.

- 15.7.11 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.
- 15.7.12 The eligibility criteria and notification requirements for paternity leave associated with adoption are slightly different to those under clause 15.5 above.
- 15.7.13 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.
- 15.7.14 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.
- 15.7.15 Paternity pay will be paid for two weeks at full pay.
- 15.7.16 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.
- 15.7.17 Employees are entitled to return to the same job on the same terms and conditions of employment following adoption paternity leave.

15.8 Household Removals

- 15.8.1 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.

15.9 Funerals of near relatives

15.9.1 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)

15.9.2 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.

15.9.3 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.

15.10 Educational Leave

15.10.1 Where appropriate, day release, with basic pay plus Operational Allowances, may be granted to members of the Technical staff to enable them to attend part-time classes for one whole day, or two half days per week.

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

15.10.3 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.

- 15.10.4 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.
- 15.10.5 Course fees for day release classes and examinations will be refunded annually provided at least 80% of the possible attendance at a class has been attained.
- 15.10.6 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.
- 15.10.7 Study leave, with basic pay plus Operational Allowances, may be granted at the Line Managers discretion up to a maximum of three days per annum.

15.11 Attendance at Hospital or Dentist

- 15.11.1 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.

15.12 Flexible Working Arrangements

- 15.12.1 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).
- 15.12.2 Employees may make one request per annum and each year runs from the date when the request was made.
- 15.12.3 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.

15.12.4 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.

15.12.5 If an employee is eligible (see 15.12.1 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.

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

15.12.7 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.

15.13 Marriage and Civil Partnership

15.13.1 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.

15.14 Exceptional Domestic Circumstances

15.14.1 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.

15.15 Long Service Award

15.15.1 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.

15.16 First Aid

15.16.1 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.

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

15.17 Territorial Army

15.17.1 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.

15.18 Civic Duties

15.18.1 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

15.19 Attendance at Court or Employment Tribunals as a Witness

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

15.19.2 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.

15.19.3 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.

15.20 Blood Donation

15.20.1 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.

15.21 Medicals

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

15.21.2 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 a day free from duty.

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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 Line Manager, or 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. (See Point of Interpretation).

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.

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 technical 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 Employees will be required to undertake any duties for which they are technically competent and certified to carry out following training.
- 18.3 Any training requirements will be scheduled according to individual need and circumstances.

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 by 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.

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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 – ROLES COVERED BY THE NEW AGREEMENT FOR 'TECHNICAL' STAFF

The following roles within the Infrastructure Maintenance Function 'Templated' organisation have been identified as being 'Technical' and will be covered by this new restructuring agreement.

Principal Technical Officer (Track)
Principal Technical Officer (Electrification & Plant)
Senior Technical Officer (Track)
Senior Technical Officer (Electrification & Plant)
Technical Officer (Track)
Technical Officer (Electrification & Plant)

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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>
1.2	Will those individuals covered by the agreement applicable to 'Technical' grades be required to adopt the new Terms and Conditions?	Yes – Our aim is that we will reach a Collective Agreement with the TSSA regarding this aspect. As a consequence all existing staff whose posts migrate to the 'Technical' Grades will have to adopt these new Terms and Conditions from the date of implementation of the new agreement. This will include those already on Role Clarity Terms and Conditions.
1.2	What will be the situation regarding those individuals who are already appointed to a 'Technical' role, but do not currently have a technical or scientific qualification?	Such individuals, whilst being required to adopt the new Terms and Conditions, will retain their current role. Those individuals holding a 'Technical' role on implementation of this agreement will not be disadvantaged in the event of future reorganisation.
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?	<p>During transition and for a period of up to 12 months a Joint Monitoring Committee will be established specifically to deal with such issues.</p> <p>Thereafter, the matter will be referred to the National Maintenance Council for discussion and resolution.</p>
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.

- 3.6 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.
- 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.

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>
1.2	What is meant by a formal technical or scientific qualification?	The basic requirement for a Technical Officer is that the individual should hold an ONC, or equivalent, or at least be working towards this. The basic requirement for a Senior Technical Officer is HNC, or equivalent. The basic requirement for a Principal Technical Officer is HND, Foundation Degree, or equivalent.
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.
3.3	What is meant by the phrase, "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." This seems to suggest that employees may be asked to undertake a variety of activities for which they have not been trained to do.	It is not intended that individuals should step across the boundaries of their own health, safety and welfare responsibilities, or undertake work which they are not competent to do.
3.5	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 within the individual's geographic responsibilities 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.

- 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.
- 7.2.3 In the event of a requirement to hold a 'Stage 3' meeting, what is the situation when a Full Time official of the relevant Trade Union is unable to attend in the prescribed timescales?
- If the Full Time official of the Trade Union is unable to attend the 'Stage 3' meeting in the prescribed timescales, they must nominate a deputy.
- 7.2.5 What is meant by this clause?
- In certain situations, there is 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 greater than 8 weeks.
- 7.3.7 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.
- 7.7.1 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.
- 7.7.1 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.
- 8.6 What is meant by the term 'unless there is a job change'?
- This simply means that if the individual changes their role mid way through the year, allowances in respect of Additional Requirements will be reviewed to reflect the revised requirement.

- 8.7 What is the position of an individual who has, for example, a period of sickness which lasts eight weeks who is still able to carry out their Additional Requirement in full? This will be reviewed on a case by case basis and, providing the annual additional requirement has been met, individuals will not be disadvantaged, i.e. they will receive retrospective payment of the Operational Allowance.
- 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.
- 15.1.6 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.
- 15.3.3 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.

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| 16.4.1 | What is the situation where sickness occurs during a Bank Holiday? | In these circumstances, on the basis that a bona-fide Medical Certificate is provided from a General Practitioner, individuals will receive credit of a Lieu Day. |
| 17. | Are BRASS contributions/ arrangements affected by the introduction of these new Terms and Conditions? | No – BRASS contributions/ arrangements are not affected in any way by the introduction of these new Terms and Conditions. |
| 18.1 | What is meant by the term ‘duties not seen as traditionally part of the requirements of the post?’ | This may depend upon the location of the role undertaken, but could involve undertaking work associated with another functional discipline. |
| 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. |