



ENGINEERING

**PAY &
CONDITIONS**

REVIEW 2005

April 2005

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1. SCOPE

This document outlines the key terms and conditions for all maintenance staff employed within EWS/EWSI.

2. GRADING STRUCTURE

it is proposed to introduce a six grade structure for T&RS maintenance staff.

The structure proposed is:

Production Manager (PM)

It is proposed to introduce a number of Shift Production Managers in most areas and the major depots. It is anticipated that the new Production Manager grade will be made up from current Team Leaders selected for the new grade. A proposal is attached Appendix 'B'.

Maintenance Team Controller/ Stores Controller (MTC/SC)

It is anticipated that the new Maintenance Team Controller grade will be made up from current Team Leaders selected for the new grade.

Senior Maintenance Technician (SMT)

A Senior Maintenance Technician grade will be introduced and the organisation populated over a period of time by maintenance staff that achieve the required advanced skill competency profiles. The creation of this new grade is an opportunity for existing EWS staff to develop and advance within the company.

Maintenance Technician (MT)

Maintenance Technician will be made up from current skilled Team Member 1 staff who hold the relevant skill competency assimilating to this new grade. Maintenance Technician will be for maintenance staff undertaking the full range of maintenance and safety critical activities appropriate to their location and complying with EWS/ES/0066 & EWS/ES/0073.

Maintenance Support Operative (MSO1)

The new Maintenance Support Operative grade (MSO1) will be made up of current Team Member 3 who hold the relevant competency profile assimilating to this new grade. (MSO1) will be for maintenance staff undertaking and signing-off for safety critical and non safety critical maintenance activities appropriate to their competency and location complying with EWS/ES/0066 & EWS/ES/0073.

Trainee Maintenance Technician (TMT)

Current staff up-skilling and competent to Team Member 2 would be temporarily banded within this grade during the duration of their agreed training program which must be completed during the term of this agreement. Movement to Maintenance Technician status will then be when a substantive vacancy arises. In the interim, individuals holding full competency will be paid an allowance equating to the salary difference.

An initial independent assessment of each trainee will be carried out within three months of this agreement commencing to ascertain where they are within their training and what arrangements are required to reach the Maintenance Technician competency. This will be conducted by the respective

Area Engineer, or equivalent, in conjunction with the training section complying with EWS/ES/0066 & EWS/ES/0073 or it's replacement.

A time dependant training plan will be agreed for each individual inclusive of college and vocational experience. Failure to meet all the requirements of the training plan will result in individuals being withdrawn from the program. Individuals who are withdrawn from the training program will remain as a Maintenance Support Operative (MSO1).

During the initial assessment period and subsequent agreed training there will be no reduction of earnings for individuals. Those who elect not to continue will migrate across to the Maintenance Support Operative (MSO1) at commencement of the agreement.

Maintenance Support Operative (MSO2)

The new Maintenance Support Operative Grade (MSO2) will be made up of current and future team members who do not undertake T & RS safety critical maintenance activities. This will include induction level staff.

There will be a competency-based approach to the new structure. Within this approach, the various roles will be examined and competency profiles drawn-up for each role. There will be a requirement to demonstrate the appropriate competencies and continue to maintain that profile for the future.

To facilitate a fair and equitable transition, staff will be allocated to the new structure on a personal basis in accordance with the new structure and personal competency.

An appeals council of management and staff representatives will be established to ensure consistency of fair treatment of Team Leaders and Maintenance staff. The appeals Council will adjudicate upon complaints from staff when:

- The positions are represented by the Engineering National Council i.e. MTC and below
- Staff feel they have been assessed incorrectly or unfairly
- Staff feel that their Assessor has shown bias against them in the assessment process

Individual cases, which are to be determined by the Appeals Council, will be heard within a set timeframe. The decision of the Appeals Council will be binding.

Appeals against PM selection will be as per Appendix 'A', "Selection Process":

3. COMPENSATION

The Agreement recognises Council and Trade Union aspirations for a worked 35 hour week. This can only be achieved through identifying sufficient productivity gains to support the current workload. This document is founded on the premise of achieving the required productivity and effective cost parameters.

The Agreement will phase in the proposed changes and will determine maintenance personnel salaries to 1st January 2008. Pay rates will be reviewed and uplifted on 1st April 2006 and 2007, in line with the published average RPI, measured over the January – March period, plus 0.25%. The limit in any one year to be 3.5%. This arrangement reflects all major forecasts for a period of low inflation and economic stability. If during the term of this pay settlement there is a significant movement in inflation, then both parties commit to the need for a joint review. The 2007 adjustment will recognise that it will be a 9 month settlement.

3.1 PENSIONABLE SALARY

Pensionable pay is the salary for one shift working for a standard week.

4 ROSTERS & SALARIES

New roster patterns will be agreed locally based on the standard 35 hour week up to a maximum of 42 hours as determined by the business requirement. The additional payment for the extra or reserve hours would be on a pro rata basis and would not be pensionable.

The extra or reserve hours over 35 standard hours will be flexible hours that can be added to the local roster or can be banked. These can be called upon by the Production Manager/ Maintenance Team Controller to meet the needs of the business but must take into account the circumstances of the individuals involved.

Reserve hours will be paid four weekly by credit transfer as per the salary.

4.1 WORKING TIME

Maintenance personnel will be required to be available and ready for work, including the wearing of safety equipment, at the designated shift starting times and will remain available for work up to the designated finishing times.

A week means a calendar week from 00.01 Sunday to 24.00 Saturday.

4.2 ROSTERING PRINCIPLES

The maximum shift length may be up to 11.5 hours and the minimum shift length will be no less than 4 hours.

No more than 6 turns will be rostered in any week. The agreed salaries include provision for an average of four worked weekend turns in any four week period.

Lap over at start times and finish times within team construction is permissible.

The hours of cover required will be determined by local management in consultation with local staff representatives, to an agreed conclusion, to meet the needs of the business.

All rostering is by local agreement therefore seasonal rostering agreements (a reduction in hours over an agreed period will be worked in a different agreed period) will be permissible.

5. GENERAL EMPLOYMENT CONDITIONS

5.1 LONDON & SOUTH PREMIUM

The London & South Premium to be set at a value that assists the recruitment and retention of maintenance personnel in the London area.

Inner London £2,000
Outer London £ 900
South East £ 425

5.2 COMPLETION OF WORK

Part of the Employment Package is a commitment from all employees that they will, where necessary, work over and above the time rostered in order to complete jobs. However, in such circumstances where staff are required to work beyond their normal shift time, whenever possible, staff who have volunteered will be called upon first. Consideration must be given to the individual's circumstances and ability to remain beyond their normal shift time.

5.3 PEAK WORKLOAD MANAGEMENT

Where it has been identified by the Area Engineer/Depot Manager that the current workload is in excess of available working hours of the workforce in a given location, there should be dialogue between line management and Area Organiser and /or Local Representatives on how best to meet the business needs. Whenever possible business needs should be met by volunteers from maintenance personnel on duty.

In the first instance, volunteers to make themselves available in accordance with agreed local arrangements and commit to working a number of reserve hours.

The Production Manager/Maintenance Team Controller will agree with each individual on how the required reserve hours are to be worked. It will be permissible for hours credited/owed to be carried forward.

The reserve hours will be at the individual's personal salary rate per hour, or alternatively, the individual may elect to be credited with time off in lieu.

Payment for the agreed reserve hours will be made at the end of each 4 week period.

Where reserve hours have been exhausted then additional hours may be released by management to meet the requirements of the business. These will be controlled as per the reserve hours.

Where required Rapid Response teams from strategic locations will be moved to the work to assist in the peak workload. These teams will be formed of individuals who are willing to commit to working away from their homes bases for periods of time on a regular basis.

Where workload is short term, specific, geographic and/or outwith the competency of core staff then, following national consultation, part-time or seasonal staff could be utilised subject to existing EWS conditions of service.

5.4 ANNUAL LEAVE & PUBLIC HOLIDAYS

The basic annual leave entitlement will be 31 days, plus two public holidays – Christmas Day, and New Year’s Day. All other public holidays are incorporated into the annual leave entitlement.

Annual Leave Entitlement

It is recognised that locally agreed rosters will have variable turn lengths to suit the business needs. The most equitable way of managing leave is to credit leave in hours.

An individual’s annual leave entitlement will be determined in hours on the basis of 31 days x 8 hours = 248 hours. An individual taking annual leave on a roster turn will have hours deducted from their annual leave entitlement on this basis.

It is proposed to have a phased introduction of the new leave arrangements whereby those staff disadvantaged by the new arrangements will receive a compensatory leave adjustment of two thirds difference in 2006 and an adjustment of one third difference in 2007.

e.g. Calculate average shift length of roster worked using only turns of 8 hours or greater.

Average shift length of roster = 10 hours

Present Annual Leave arrangements = 31 days x 10 hours =	310 hours
Revised Annual Leave arrangements =	248 hours
	Difference 62 hours

2006 Annual Leave entitlement = 248 hours + 42 hours =	290 hours
2007 Annual Leave entitlement = 248 hours + 21 hours =	269 hours
2008 Annual Leave entitlement =	248 hours

The leave year will run from 1 January to 31 December each year (calendar year) and maintenance personnel will be required to take all leave within that calendar year.

However, in exceptional circumstances, it will be permissible for leave to be taken up to 31 March of the following calendar year. In the event that maintenance personnel are required to work on Christmas Day or New Year’s Day, they will receive an enhanced payment of double time for those hours worked within each of those 24 hour periods plus a lieu day.

Maintenance personnel who commence with, or leave EWS during a calendar year will be entitled to annual leave on a pro rata basis for each full calendar month employed.

Production Manager/Maintenance Team Controllers will manage and control all leave requests.

5.5 REVISED SICKNESS ARRANGEMENTS

Engineering Maintenance personnel covered by this agreement if absent from work owing to sickness, injury or any other reason, other than previously arranged leave, must arrange to advise the Company as soon as reasonably practicable for their first turn of duty.

Pay for sickness absence will be the individual's band salary for the contract week including the appropriate shift working. Half Pay will be 50% of Basic pay. The sick pay year will be April to March. Maintenance personnel who, during a period of absence exhaust their entitlement to sick pay, cannot re-qualify for further sick pay during that absence. Maintenance personnel who have exhausted their entitlement to sick pay and have returned to work will not become eligible to receive sick pay until a period of 90 calendar days has elapsed.

For the first six months of employment, there will be no entitlement to Company sick pay benefits. After six months employment, entitlement will be six months full pay and six months half pay.

Sickness and Absence is monitored closely to identify any problems.

5.6 LONG TERM WELFARE SCHEME (See Appendix 'D')

5.7 RELOCATION/REDUNDANCY/TRAVEL

In all cases, displaced maintenance personnel will receive benefits as determined by the Promotion, Transfer, Relocation and Redundancy Arrangements (Appendix 'I').

5.8 METHOD OF PAYMENT

EWS policy is for all employees to receive four weekly credit transfer. This is the situation for the vast majority of all employees and so the company requires to move to a standard arrangement.

All maintenance personnel will receive payment by 4 weekly credit transfer to a Bank or Building Society within the BACS system of their choice. Payment advice will be a 4 weekly payslip and the salary will be paid in 13 equal sums throughout the calendar year.

An interim arrangement to facilitate the movement to four weekly credit transfer will be introduced whereby an interest free advance of up to £1000 pounds will be made to those staff who believe that financial hardship may ensue during the transfer period. This advance to be paid back over 13 pay periods from a cutover date elected by individual applicants. This cutover date to be no later than 1st January 2006.

Where there is a significant shortfall in expense payments to staff then arrangements will be made to credit the individual the following week.

5.9 MEAL BREAKS

All rostered turns of duty over 4 hours will include a 30 minute unpaid meal break.

5.10 EXPENSES

Reasonable expenses incurred when working away from home depot/normal work area will be reimbursed through the Paybill following production of receipts. For claims over £5.00, a full VAT receipt will be necessary.

5.11 HIGHER GRADE DUTY

Higher grade duty is viewed as an opportunity for individuals to cover the role of Maintenance Team Controller and allow them to enhance personal skills and competencies for future avenues of promotion. Individuals for HGD working will initially be sought from the Senior Maintenance Technician grade and thereafter volunteers from the Maintenance Technician grade. Selection will be on the basis of suitability for the post and it is not intended that there will be any enhanced payments for HGD working of less than a full shift.

6. ARRANGEMENT OF WORK & DUTIES

6.1 TEAM CONCEPT

The principle of the team concept is fundamental to the employment package. This enables optimum utilisation of manpower resources to maximise maintenance personnel versatility/flexibility and depot productivity. The complement of each team will be agreed locally.

6.2 VERSATILITY

It is a key requirement of the employment package that all maintenance personnel are fully versatile and embrace new skills that will improve the maintenance capability of the company for the future. These new skills should include the ability to internalise all engineering activities within the company including but not limited to plant, buildings and infrastructure.

6.3 FLEXIBILITY & RAPID RESPONSE TEAM

The availability of maintenance personnel must be arranged to provide the best fit to meet the workload. It may be necessary for maintenance personnel to move to the work. Clearly, where maintenance personnel have to work at another location for a short period of time, they will not suffer financial loss in such situation. Such periods will, in the first instance be resourced with volunteers, however, where no volunteers exist suitably trained individuals, able to travel, will be utilised. Where this is not possible suitably trained individuals will be asked to lodge. In such circumstances individuals will not be asked to work away from their home location more than one week in every four. Longer periods away can of course be by mutual agreement.

Introduction of Rapid Response teams from locations within the country will deliver a key flexibility which reflects the changing face of the business.

Consideration must be given to personal circumstances and the individual's ability to travel/lodge however this package recognises the fact that the changing workload disposition requires greater flexibility in manpower mobility.

7. ASSESSMENT OF COMPETENCE

Will comply with EWS/ES/0066 & EWS/ES/0073 (or replacement system.)

8. TRAINING PROVISION

Each individual's needs will be assessed and provided.

9. MAINTENANCE INFORMATION & DATA COLLECTION

It is essential for safety and financial reasons that component records and work done are documented and input to company systems. As part of the development of EWS Engineering, far greater emphasis will be placed on target setting, monitoring and reporting at all levels. Data input will be expected from all grades of staff with suitable training being provided. Operational data integrity is integral to the working of this employment package.

10. ATTENDANCE FOR BREAKDOWN & RECOVERY

The arrangements for breakdown and recovery will be agreed locally to ensure minimal disruption to production. Block payments for maintenance personnel attending derailments will be set at a level that will encourage individuals to volunteer for this work.

11. IMPLEMENTATION

To be agreed.

Appendix A

SELECTION PROCESS FOR PM & MTC POSITIONS

Area Engineers/Contracts Delivery Managers will have individual discussions with all current Team Leaders to outline the reasons behind the changes and explain the selection process. Discussions will include a record of what positions the individual is interested in and their willingness to relocate/lodge. Area Engineers will feedback to HR assessment team on all those wishing to be considered for PM & MTC positions.

HR Assessment team will write to all interested Team Leaders specifying the date of the assessment event they will attend. Team Leaders will be provided with the assessment criteria and practice test material.

Assessment event will include the following:

- Ability test – numeracy
- Ability test – verbal
- Personality questionnaire
- Group discussion on Engineering issues

Assessment events will take place at Doncaster, Islington, Bristol and Crewe. In addition to the HR assessment team, members of the Production and Commercial Engineering management teams will attend the event.

The assessment team will feedback the results of an individual's assessment to the appointment manager. This information in conjunction with a structured interview will be used to make selection decisions. The structured interview will be before a Panel comprising of:

- Area Engineer or Contracts Delivery Manager
- Maintenance Manager or Commercial Engineering Manager

The appointing manager will be responsible for arranging the interviews. At the start of the interview, candidates will be asked to give a 10 minute presentation on how they will tackle the role of PM or MTC.

At the end of each interview, the panel will complete a selection interview report form to identify how the individual has done against the key selection criteria. In addition to information gathered at the assessment event, these forms will form the basis for feedback to successful/unsuccessful candidates by the appointing manager.

Unsuccessful candidates will have the right to have their case reviewed. The General Manager Maintenance & Regional HR Manager will conduct such reviews. To initiate such a review, the unsuccessful candidate should provide a letter detailing the reasons why they believe the selection decision was unfair.

Appointing managers will return a copy of all selection interview report forms (SIRF) to the assessment team at Denison House, Doncaster. (Both successful and unsuccessful forms require to be returned). On return of all SIRF forms, candidates will be advised of their appointments in writing, along with revised contracts of employment.

As per the agreed P, T & R arrangements, the company will discuss the alternative options available to unsuccessful candidates.

Appendix B

PRODUCTION MANAGER AND MAINTENANCE TEAM CONTROLLER DISPOSITION

Depot	Current		Proposed			
	Production Manager	Team Leader	Production Manager	Area Production Manager	Maintenance Team Controller	Stores Controller
Toton TMD	2	8	6		3	1
Crewe IEMD		6	5			1
Scotland & Borders						
Motherwell		5		5		1
Ayr		1			1	
Mossend						
Carlisle		1			1	
Perth		1				
West Midlands						
Bescot Loco		2			1	
Bescot Wagon		1			1	
Warrington Loco		4				
Allerton		5				
Warrington Wagon		1				
Wigan		1			1	
Warrington/ Allerton				5	4	1
South Wales						
Margam Loco + Stores		5		5		1
East Usk		1				
Margam Wagon		2			1	
Canton						
East Usk & Canton						
London & Western						
Temple Mills		5		5		1
Dollands Moor		4			4	
Southern Mobile Management						
Westbury		1			1	
Willesden		1			1	
Plant/Stores		1			1	
Mobile		1				
Hoo Junction		1			1	
St. Blazey / Fowey		1			1	
Eastleigh						

North East						
Knottingley Loco		1			1	
Thornaby Loco + Plant Stores		6				
Tyne Yard		3				
Thornaby Wagon		3			2	
Tyne Yard Wagon		1				
Thornaby Plant					1	
Thornaby / Tyne Traction				5	2	1
Tyne T&RS						
East Midlands						
Doncaster & Mobile Traction		2			1	
Scunthorpe					1	
Immingham		5		5		1
Sandiacre/Toton/ Peterborough		1			1	
Scunthorpe		1				
Worksop		3			2	
Total	2	85	11	30	32	8

Note

CMS sites are not contained within this table due to ongoing discussions on structure as part of a workload review. There will be an opportunity for all Team Leaders to participate in determining the ultimate structure introduced in their area.

Appendix C

COMPETENCY PROFILE

Maintenance Team Controller (MTC)

- 1) In conjunction with the Area/Depot Engineer, develop and implement work plans which will deliver the required output to deliver depot output targets to the laid down technical, safety and quality standards within the agreed budget to achieve the agreed availability and reliability standards.
- 2) Responsible for ensuring that all materials requirements are met.
- 3) Monitor progress against plan in terms of budget, materials provision, vehicle presentation and work done. Develop and implement action plans to address any shortfalls.
- 4) Review specifications for new work.
- 5) Produce condition reports.
- 6) Produce production reports.
- 7) Ensure accuracy of TOPS/RAVERS reporting for vehicles under maintenance/repair.
- 8) Ensure area requirements for delivery of T&RS are met on a day to day basis.
- 9) Develop and implement training plans for all engineering staff within the workplace.
- 10) Implement discipline procedures and sickness management.
- 11) Attend incidents and derailments assuming the role of Recovery Supervisor/Incident Engineer and participate as required.
- 12) Cost control and budgetary awareness.

Stores Controller

- 1) Take responsibility for the stores staff in the team, to ensure duties are carried out consistent with the company's material management policy, procedures, controls and statutory requirements.
- 2) Ensure the company's stores systems are operated effectively by stores staff and integrity of the data maintained – including emergency order transactions, stock counts, receipts, issues and transfers.
- 3) Maintain effective liaison and communication with depot production staff to ensure standards and targets are understood and contributed to.
- 4) Motivate all Team Members to work together with a common aim.
- 5) Encourage team-building initiatives.
- 6) Take responsibility for the control of leave, discipline and training requirements of Team Members.
- 7) Establish robust lines of communication with other teams, departments, control organisations, etc.
- 8) Co-ordinate area transport.
- 9) Ensure road vehicle maintenance schedules are adhered to.
- 10) Ensure tachographs are analysed and actioned in accordance with regulations.
- 11) Ensure the upkeep of a safe working environment.
- 12) Control of C.O.S.H.H.
- 13) Responsibility to ensure that all Team Members comply with laid down procedures relating to the Health and Safety at Work, etc. Act.
- 14) Responsibility to ensure that all Team Members receive such Health and Safety information, instruction, training and guidance in order that they may perform their duties without risk to themselves or others.
- 15) Responsibility to ensure that no materials, substances, processes or equipment is introduced or used without an assessment of potential risk being carried out, within the stores working environment.
- 16) Ensure defective equipment is repaired or replaced.
- 17) Take reasonable care for personal safety and that of others who may be affected by acts or omissions of the post holder.

Senior Maintenance Technician (SMT)

- 1) Testing to procedures.
- 2) Advanced fault finding/diagnostic and interpretation.
- 3) Team coaching/methods of instruction training.
- 4) Breakdown recovery work (if suitable/if individual desires).
- 5) Data input and analysis.
- 6) Mobile operations (travel to other locations, assist with fault finding).
- 7) Scheduled and planned maintenance planning.
- 8) Competency assessments (qualified).
- 9) Technically qualified (HNC/HND or equivalent training plus experience).
- 10) Maintenance planning techniques.
- 11) Management training.
- 12) Fault finding/guide writing.
- 13) Production of maintenance specifications/schedules.
- 14) Deputise for Production Manager/MTC.

Maintenance Technician (MT)

- 1) Fault investigation diagnosis.
- 2) Mobile operations traction.
- 3) Data input and evaluation.
- 4) Component overhaul.
- 5) Scheduled examinations.
- 6) Bearing overhaul/replacement.
- 7) Authorised person.
- 8) Understanding of schematic / wiring diagrams / brake schematics.
- 9) Testing to procedures / specification.
- 10) Modification and experiment work.
- 11) Overhaul / level 5 work.
- 12) Planned maintenance/VIBT.
- 13) Component review/repair and test.
- 14) Modifications and experiments.
- 15) Mobile maintenance
- 16) Brake testing of rolling stock.
- 17) Level 5 rolling stock.
- 18) U.A.T/M.P.I
- 19) Advanced painting.
- 20) Control of maintenance material.
- 21) Control of warranty claims.
- 22) Calibration control.
- 23) Control of hazardous materials.
- 24) Stock control/store keeping.
- 25) Deputise for Production Manager/MTC.

Maintenance Support Operative (MSO1)

- 1) Traction & Rolling Maintenance non-safety critical.
- 2) Data input.
- 3) Driving forklift truck.
- 4) Driving of road vehicle HGV.
- 5) Driving locomotives.
- 6) Operation of wheel lathe.
- 7) Welding/Burning.

Maintenance Support Operative (MSO2)

- 1) Induction P.T.S.

- 2) Basic painting.
- 3) Cleaning machines / vehicles / infrastructure.
- 4) General cleaning duties.
- 5) Track maintenance.
- 6) Security duties.

These lists are not exhaustive, but indicative. A review to be carried out within 6 months from implementation and annually thereafter. The review to ensure validity of the competencies against market forces and internal operation.

Appendix D

Long Term Welfare Scheme – EWS/EWSI Engineering

EWS recognises that in certain circumstances, engineering employees who become ill may not be able to return to their normal duties, or in certain cases, to any suitable alternative position within the company. In such circumstances, the first priority will be to assist the employees so that they can return to work for EWS. If this proves not to be possible then the company, in conjunction with professional medical advisors, will review the situation and may provide additional financial assistance to an engineering employee who has to leave the employment of EWS for reasons of ill health.

The current arrangements for ill health resettlement applicable to engineering grades are to be withdrawn and the following new arrangements to be introduced.

1. EWS together with the engineering employee, professional medical advisors and the local representative will make every effort to help the engineering employee return to productive work, where such work is identified, the engineering employee will retain their rate of pay for 6 months. At the end of the 6 month period the rate of pay for the new job will apply. The existing pension arrangements will continue to apply to staff transferred to a position with a lower rate of pay.
2. In the event that work deemed suitable by professional medical advisors cannot be found, and it is established that there are no suitable vacancies available, an engineering employee unable to return to work, will leave the company with the following benefits:
3. For engineering employees with between 6 months and 24 months service with EWS, a total payment of 10_ months of basic salary, (this amount will include all Company sick pay received and contractual notice payments).
4. For engineering employees with over 2 years' service with EWS and who are aged under 50 years (at the date when normal sick-pay arrangements would cease) a total payment of 18 months of basic salary, (this amount will include all Company sick pay received and contractual notice payments).
5. For engineering employees with over 2 years' service with EWS, and who are aged 50 years or over (at the date when normal sick pay arrangements would cease) a total payment of 24 months of basic salary. (This amount will include all Company sick pay received and contractual notice payments).
6. Basic salary is defined as the engineering employee's salary basic week **35 hours** including the appropriate shift working.
7. The total payment will be limited to the basic earnings that may have been earned by the individual during the remaining period of employment with EWS until attaining normal retirement age (currently 65 years).

Appendix E

MOBILITY & SHIFT PREMIUM

The shift premium for maintenance salaries will be related to the shift working patterns as follows:

One Shift Working

Where staff are employed on a one, two or more turn basis where the period between the earliest rostered booking on time and the latest rostered booking off time does not exceed twelve hours. Staff working on a regular basis between the hours of 06.00 and 18.00.

Two Shift Working

Applicable to staff who typically work a conventional early and late alternating shift basis. The usual shift times will fall between 06.00 hours and 23.00 hours.

Three Shift Working

Generally, staff whose roster pattern covers a period of more than twenty hours on a rotating consecutive basis at regular times during that period. This rate will also be payable to staff who work an alternating 2 shifts pattern where one of the shifts ostensibly covers the hours between 23.00 hours and 06.00 hours.

Unsocial Working Premium

Applicable to staff who work a roster cycle with an average of 9 or more unsocial turns over a 4 week period on a continuous basis. The definition of unsocial is that of shifts that covers hours of 23.00 hours and 06.00 hours and weekends.

Weekend shifts within the 23.00 hours to 06.00 hours count as one turn.

The unsocial working premium as detailed in Appendix 'F' will be paid during the year by 13 equal credit transfer payments.

Mobility Allowance

Applicable to staff who commit to working away from home for periods of time throughout the working year. Periods must include overnight stay for which staff will receive an allowance of £20 per shift worked.

Engineering Standard hotel conditions will apply for staff working away from home.

Appendix F

**ENGINEERING SALARIES
2005-6**

Grade	Shifts	Salary @ 35 Hrs £	Hourly Rate £	Salary @ 42 Hrs £		Unsocial Working Premium £
Maintenance Team Controller	1	25,000	13.69	30,000		1,200
	2	27,700	15.17	33,240		
	3	30,300	16.60	36,360		
Senior Maintenance Technician	1	22,500	12.32	27,000		1,200
	2	25,000	13.69	30,000		
	3	27,000	14.79	32,400		
Maintenance Technician	1	20,700	11.34	24,840		1,200
	2	22,200	12.16	26,640		
	3	23,600	12.93	28,320		
Maintenance Support Operative 1	1	17,300	9.48	20,760		800
	2	18,600	10.19	22,320		
	3	20,000	10.95	24,000		
Maintenance Support Operative 2	1	10,900	5.97	13,080		800
	2	11,500	6.30	13,800		
	3	12,200	6.68	14,640		

Appendix G

BREAKDOWN & RECOVERY ARRANGEMENTS

1. It is intended that whenever possible, staff who are off-duty will be called to deal with derailment work, so as to minimise the effect on production.
2. The derailment team will be led by a trained Breakdown Supervisor who will normally be a Production Manager / Maintenance Team Controller. The Production Manager / Maintenance Team Controllers designated to have a breakdown responsibility will form an on-call roster at locations equipped with recovery equipment. In recognition of this, on-call Breakdown Supervisors will receive a payment of £1000 p.a. This will be payable in 6 monthly instalments upon submission of a claim by the individual.
3. Team members will be grade SMT, MT, MSO1 or 2 staff and will be volunteers.
4. The location of breakdown gangs, equipment and staff involved will be determined by local management in consultation with local staff representatives.
5. It is the responsibility of breakdown team members to make their own arrangements for transport to/from the depot and payment of telephone accounts. A radio pager will be provided to the on-call breakdown supervisor.
6. Payment for attendance at derailments is on a block-time basis as follows:-

FREE TIME ATTENDANCE

	<u>Breakdown Supervisor</u>	<u>Team Member</u>
Up to 6 hours	£100	£80
6 to 9 hours	£135	£115
9 to 12 hours	£155	£135
12 to 15 hours	£180	£160

Staff who attend derailments that are completed during rostered working time, will receive a £10 payment. If time spent at the derailment runs beyond the shift end, time worked will be paid as per the following:-

Shift Extension Payments

	<u>Breakdown Supervisor</u>	<u>Team Member</u>
Up to 3 hours	£45	£35
3 up to 6 hours	£75	£65

7. Where it is necessary to attend for more than 4 hours, staff must then take 9 hours rest before resuming duty.
8. Following rest periods, staff must return to duty and take up their normal rostered turn, when such attendance will allow completion of 3 or more hours of duty.

Appendix H

SERIOUS INCIDENT RESPONSE ARRANGEMENTS

1. Whenever possible, the Shift Production Managers utilising staff who are on duty will manage incidents out of hours. Where this is not possible, individuals on an area on-call basis will be utilised.
2. To enable adequate response to all types of incident, local management will specify which Area MTC posts are required to participate in an on-call roster.
3. There will be no payment for response to urgent enquiries, of on-call Area MTC, where attendance is not necessary.
4. When it is necessary for on-call Area MTC or team members to attend out of hours, the payment arrangements will be based on the individual's hourly rate of pay and the time in attendance subject to the following minimum payments:-

<u>Area MTC</u>	<u>Team Member</u>
£60	£50

5. The company will provide a telephone to on-call Area MTC to enable them to be contacted when necessary.
6. Where it is necessary to stay on, beyond the normal finishing time, the payment arrangements will be based on the individual's hourly rate of pay and the time in attendance. As an alternative, time off in lieu may be taken.

Appendix I

Promotion, Transfer, Relocation & Redundancy Arrangements

All previous arrangements covering Promotion, Transfer, Relocation and Redundancy for engineering grades will fall from the implementation of this agreement. This policy does not affect protected staff travel benefits provided to displaced / redundant staff under the RSTL arrangements. EWS and EWSI will adopt the following policies when dealing with issues of Promotion, Transfer, Relocation and Redundancy:

- Handling Engineering Grade Redundancies Appendix I(i)
- Standard Redundancy Terms Appendix I(ii)
- Relocation Requiring a Move of Home Appendix I(iii)
- Relocation Not Requiring a Move of Home Appendix I(iv)

Advertising and Appointment of Engineering Grade Posts

EWS and EWSI are committed to the training and development of its staff and will seek to provide opportunity for progression in the Company through professional recruitment and training policies and practices. The overriding principles of these policies are that:

- Staff will be considered for any vacancy within the organisation that they are qualified to undertake.
- Individual staff will not be constrained at any stage in their development by their current position and grade.
- Appointments to engineering grade vacancies will be based on merit. Suitability will be the determinant for selection.

Engineering Grade vacancies will normally be advertised on the EWS/EWSI national vacancy list, which will be published on a weekly basis. Vacancies, however, may not be advertised where, for developmental or other substantial reasons, the appointing manager considers that this would be inappropriate. Examples where advertising may not be appropriate are where:

- Provision has been made for trainees on completion of their training.
- It meets the development needs of an individual or the function to appoint without advertising. In this event the functional manager will consult with the appropriate staff representatives.
- It may be possible to absorb displaced or ill health staff.

The functional manager with a vacancy will determine which post, if any, is to be advertised taking into account the above. Vacancies will be advertised over a two-week period and applicants will be required to complete a standard application form, which should be received by the manager, nominated in the advertisement within 7 days of the closing date of the vacancy list. The inclusion of a vacancy on the internal list will not preclude it from being simultaneously advertised externally.

For the purpose of encouraging individual development feedback will be provided to unsuccessful candidates on request.

Process for dealing with Reorganisation

Reorganisations to respond to customers needs, improve service quality, improve efficiency and cost effectiveness and respond to changes in the markets are a constant feature of our business. Because of the frequency of change it is essential that we are able to respond speedily. This will reduce the level of uncertainty, which inevitably results from any reorganisation, and the damaging effects on staff morale and productivity.

As each reorganisation is different it is impossible to set out a standard process, which prescribe precisely how the change should be handled. EWS and EWSI will, therefore, adopt the following broad approach to reorganisations.

When the need for reorganisation is identified, the staff representatives of the activity affected will be consulted. Where the affected group is a small, distinct, identifiable group, and then it may be more appropriate to consult direct with the affected workforce accompanied by the local staff representative. The representatives and/or employees, will be provided details of:

1. The revised organisation structure
2. Changes to current jobs and the impact that may have on existing grades
3. New and additional posts within the organisation structure
4. Confirmation of appointments within the new structure where there has been minimal change
5. Details of the advertising and selection process and criteria for selection
6. The number of potential redundancies by category and the criteria for selection for redundancy (determined in accordance with the Redundancy Policy), if this is a likely outcome of the new structure
7. Detailed consideration will be given to any alternative views expressed by the staff representatives during the consultation process
8. Proposed timescales for implementation

Subsequent transfers and relocation arising out of the reorganisation will be handled on the basis of the Relocation Policy.

Where there is a major reorganisation affecting the whole business or function, dialogue on the principles will be held at Company Council level.

POLICY FOR HANDLING ENGINEERING GRADE REDUNDANCIES

SCOPE

1. This Policy applies to engineering grade staff employed by EWS or EWSI and who are within the scope of the Engineering Staff Restructuring Agreement. It will be effective from 3rd January 1999. It supersedes all previous arrangements and agreements made or operated in connection with the handling of Engineering grade redundancies. Reference to "the Company" in this policy will relate to both EWS and EWSI.

This Policy does not alter protected staff travel benefits provided to displaced staff under the RSTL arrangements.

POLICY

2. It is the policy of the Company by careful forward planning to ensure, as much security of employment as is reasonably possible for its employees. However, it is accepted that there will be occasions when redundancies may arise, for example, as a result of a reduction in business; from changes in technology; from reorganisation or changes in work methods; or where it is necessary to relocate business operations.

The Company's policy will be to minimise the cost to the Company and inconvenience to the individual where there is a reduction in the requirements of the business. Therefore, the Company will consider, so far as is practical, moving work rather than engineering staff between depots in a cost-effective manner.

In the event of a surplus arising every effort will be made to enable staff to find alternative employment. Where a reduction in the workforce is inevitable the Company will handle the redundancy in a fair and consistent manner and will seek to minimise any hardship suffered by the staff concerned.

The Company undertakes to formally consult with the appropriate staff representatives at the earliest opportunity with a view to seeking agreement on ways of avoiding redundancies or reducing the surplus and mitigating consequences of redundancy where they are unavoidable.

The following information will be given during consultation:

- the reason for the redundancy.
- the numbers affected by the redundancy.
- the total number of staff employed.
- the method of carrying out the redundancy including the period over which they will take place.
- the agreed criteria for the selection of redundancy candidates.
- timescales for implementation

The Company will commit to make every effort to avoid and minimise redundancy and to seek alternative employment for displaced employees.

Employees affected by redundancy may take up suitable alternative employment throughout the Company which may require relocation and retraining. Where suitable alternative employment cannot be offered and other measures to avoid redundancy are unsuccessful, employees affected will be declared redundant in accordance with the provisions of this Policy.

Redundancy payment will be based on the standard redundancy terms, (however, this will not preclude special enhanced redundancy arrangements being offered to meet the particular needs of the business. All appropriate staff representatives will be advised when it is intended to offer special arrangements).

REDUNDANCY ARRANGEMENTS

3. Where a reduction in the number of engineering grade employees is necessary to meet the revised business requirements, the following arrangements will apply.
 - 3.1 Staff in the activity affected by the reduced workload will be informed of the reductions necessary and advised of vacant posts elsewhere within the Company.
 - 3.2 All displaced staff will be eligible to apply for consideration for vacant posts within the Company. In accordance with the Company's desire to mitigate the effects of redundancy, recruiting managers will give proper consideration to applications from displaced staff in filling vacant posts. Displaced staff who are otherwise suitable will not be turned down for a vacancy purely on the basis that they may require a reasonable level of training to enable them to undertake the role. Feedback will be provided to unsuccessful candidates on request.
 - 3.3 Where Engineering Grade employees are provided with formal written notice of redundancy, statutory arrangements will apply in respect of offers of alternative employment within the Company. Factors which may be taken into account in determining what constitutes an offer of suitable alternative work are the skills, knowledge, experience of the employee and the practicability of retraining if required, the earnings in the new job compared to previous earnings and that the location should be within reasonable distance of the employee's place of residence, having regard to the availability of transport and hours of work.

VOLUNTARY REDUNDANCY

- 3.4 The Company will seek, where possible to achieve redundancies through volunteers. With this objective in mind where it is established that there are insufficient or no suitable vacancies, volunteers will be sought for redundancy from amongst the staff directly affected by the redundancy.

In the event that there are insufficient volunteers for redundancy from the staff affected, volunteers may be sought from other staff within the Company.

If there are more volunteers within the activity affected than are required, selection for redundancy will be determined with regard to retaining a balanced workforce with the requisite skills to meet the future business needs. Selection from amongst the voluntary redundancy applicants will be decided by the departmental / functional engineer on the basis of the depot redundancy agreement in accordance with the criteria consulted with the staff representatives.

Where there are insufficient volunteers for redundancy from amongst the staff directly affected, volunteers from other areas may be released providing this results in the subsequent appointment of a displaced member of staff. Volunteers will be advised in writing that they have been accepted for voluntary redundancy and of their leaving date.

- 3.5 Where there are insufficient volunteers for redundancy and the Company considers that there is little prospect of suitable alternative work being found, Engineering grade employees in the area affected will be placed under notice of redundancy.

Staff will be selected for redundancy on the basis of the depot redundancy agreement in accordance with the criteria consulted with the staff representatives. Staff made redundant will receive severance payments in accordance with Company Policy. Statutory notice arrangements will apply.

- 3.6 The actual date of redundancy will be determined by the Company, with regard to production requirements and in consultation with staff representatives.

ALTERNATIVE EMPLOYMENT

4.1 Employees transferred to a job with a lower rate of pay

When a member of staff accepts alternative employment in a job, which is at a lower rate of pay as an alternative to redundancy they will retain their rate of pay for 6 months. At the end of the 6 month period the rate of pay for the new job will apply. The existing pension arrangements will continue to apply to staff transferred to a position with a lower rate of pay.

4.2 Retraining and Redeployment

It is company policy to offer, wherever possible, opportunities to train for a job requiring different skills where this will assist in avoiding a potential redundancy situation. An individual who is otherwise suitable will not be turned down for a vacancy purely on the basis that he or she may require retraining that can be delivered within a reasonable period of time and at reasonable cost.

COMPANY SUPPORT FOR DISPLACED STAFF

- 5.1 The Company will provide staff who are under notice of redundancy, reasonable time off with pay to seek alternative employment. Consideration will be given to all applications for time off to seek alternative employment in accordance with statutory entitlements and subject to the operational needs of the business. To ensure that this policy is consistently applied, the following procedure will be followed:

- a) Time off must be agreed in advance by the relevant local engineer.
- b) At least 48 hours' notice must be given, wherever practicable.

- 5.2 The Company will provide redundancy counselling for displaced staff. Such counselling will include:

- The identification of alternative employment (if any) within the company.

The company will advise displaced employees regarding redundancy and pension entitlement. In addition, the company will make arrangements to provide guidance in other areas such as investment opportunities, tax, mortgages, state benefits and domestic budgeting.

- The company will provide additional assistance with CVs and interview techniques, and advice on training opportunities and details of unemployment or social security benefits.

Appendix I(ii)

STANDARD REDUNDANCY POLICY FOR ENGINEERING GRADES

Reference to “the Company” in this policy will relate to both EWS and EWSI.

The Company will apply a standard redundancy calculator for all staff leaving the Company due to redundancy. This will not preclude the use of special redundancy arrangements from time to time to meet the particular needs of the business. The representatives of staff affected by the redundancy will be advised when special arrangements apply.

This Policy outlines the standard redundancy pay arrangements.

1. Consultation

The Company will make every effort to avoid redundancy and will endeavour to achieve this through consultation with staff representatives and discussion with employees, jointly exploring alternative approaches to minimise its effect.

The Company will consult with employees at the earliest opportunity with a view to reaching agreement on actions to be taken to deal with displaced staff (as outlined in the Policy for Handling Engineering Grade Redundancies). Where redundancy is inevitable staff representatives will be advised of:

- the reason for the redundancy
- the location, number and description of staff affected
- the proposed selection methods (in accordance with the local agreement)
- details of how the redundancies will be affected
- timescales for implementation

2. Redundancy Pay Calculations

The Company will apply a standard calculator for determining redundancy pay based on length of service, the age band within which service falls and the annual salary of the employee. The annual salary used to determine the redundancy pay calculation will be that applicable for 35 hour week (including the appropriate shift working) plus any geographical allowances. The matrix used to determine redundancy pay entitlement will be based on the formula of twice the statutory redundancy pay matrix without the application of the upper salary limit.

The matrix is configured as follows:

- One weeks pay for each complete year of service between age 16-21
- Two weeks pay for each complete year of service between age 22-40
- Three weeks pay for each year of service between age 41-65
- The last 20 years service only will be counted for redundancy pay purposes
- Redundancy pay will be limited to those staff approaching retirement, to basic earnings to be earned in the remaining period of employment.

(See attached matrix)

3. Using the Matrix

To establish redundancy pay entitlement an individual will refer to the matrix, using current age and length of service (only taking into account the last 20 years of service), to determine the number of weeks severance pay. This figure will then be multiplied by basic weekly pay to provide the individual's redundancy payment.

Basic weekly pay will be established by dividing the annual salary for redundancy pay calculations by 52.17.

Example:

For example a Team Member (Grade 2) aged 50 with 16 years service and a salary for redundancy pay calculations of £16,500 per annum will be entitled to 41 weeks severance pay.

Basic weekly pay is determined by dividing £16,500 by 52.17, which gives £316.27. The basic weekly pay is then multiplied by 41 to provide the redundancy payment:

$$\text{i.e. } 41 \times \text{£}316.27 = \text{£}12,967.07.$$

4. Notice Entitlement

The Company will seek to provide as much formal notice as is practicable of an impending redundancy. In the event that redundancy is unavoidable contractual notice will be provided. Leaving dates will be determined by production requirements and at the discretion of the Company staff may be released with pay in lieu of notice.

5. Counselling and Support

The Company will provide counselling and support service for redundant staff, which will aim to assist them with finding new employment and in managing their financial affairs. The assistance will be tailored to meet individual circumstances and may include preparation for retirement, setting up a business or seeking alternative employment.

Matrix

	Length of Service (Years)																			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
17	1																			
18	1	2																		
19	1	2	2																	

POLICY FOR THE RELOCATION OF EMPLOYEES

RELOCATION REQUIRING A MOVE OF HOME

Background

When there is a justified business requirement for an employee to relocate their home and family it is on both the individual's and the Company's best interest to achieve the move as quickly and with as little stress as possible. It is the Company's intention that the employee be up and running to full productivity in as short a period as possible.

Scope

The policy applies to any employee of the Company who is required to relocate their home on appointment to a new position within the Company whether on promotion, as a result of displacement or lateral transfer at the Company's request. The policy will apply to homeowners and non-homeowners.

Relocation will result in journey time being considerably reduced from that if relocation had not taken place and to within one hour journey time each way for appointments outside London, one and a half hours for appointments in London.

Beginning the process

1. An employee will be advised at time of interview whether the successful candidate will be required to relocate their home. In the case of displacement and an alternative post being offered, such an offer will include the need to relocate their home if necessary.
2. The requirement to relocate their home will be advised in writing to the employee with a copy of the Company relocation policy. Arrangements will be made for a briefing session with a representative from the HR team.
3. The aim of the relocation arrangement is to maintain accommodation standards, as far as reasonably possible, not improve upon them. Old and new properties are to be comparable. If an employee wishes to 'upgrade' they will meet any additional cost personally. All reimbursements etc. will be based on the value/rental of a comparable property at the new location.
4. The commencement date for relocation will be the date the employee physically takes up the new post. However, selling/buying/rental activities may begin once the requirement to relocate has been confirmed.
5. An employee will have a personal relocation adviser who will provide advice and guidance throughout the process and monitor activity and outcomes.
6. The services of a Relocation Agency will be offered, at no later than 12 weeks after taking up new post, to provide a full range of services to facilitate a speedy and effective relocation.

Entitlements

7. All entitlements apply to both homeowners and non-home owners where relevant.
8. Five days paid leave for relocation. These can be used for house search and moving (for both homeowners and non-home owners) in whatever way the employee chooses. For example, the employees may choose to do house search in their own time but take five days for moving.
9. Reimbursement of all receipted fees associated with the relocation. These include:

Estate agents	Solicitors	Stamp duty	Removal and removal insurance
Valuations	Surveys	Land registry	Utility connections
Mortgage indemnity premium		Mortgage redemption fee	

10. A relocation credit account ('the pot') will be allocated to an individual representing 15% of the gross basic salary on appointment to the new position, subject to minimum of £2,000 and maximum of £10,000. An additional fixed sum of £500 (£1,000 in the case of redundancy) will be made available for house seeking expenses. These could include:

- * Travel costs to new location for family e.g. train travel for those without privilege travel facilities, car hire
- * Overnight and meal expenses
- * Purchase of books, maps etc.
- * Any other expense associated with the house search

An employee can choose to meet all or any of the costs themselves and not make any claim against the allocated pot.

11. Against the pot, receipted expenses can be submitted for replacement domestic items but there must be evidence of like for like replacement. Reimbursement will be non-taxable if the Inland Revenue limit on relocation expenses (see (21)) is not exceeded.

12. The balance of the pot will be paid as a relocation lump sum to the individual on house purchase completion or evidence supplied of the new rented accommodation occupancy. Subject to tax.

13. If relocation is from a low to a high cost area (homeowners) the employee will receive a lump sum payment equivalent to three years additional mortgage reimbursement (subject to tax):

36 months x (new monthly mortgage less current monthly mortgage payment)

14. If relocation is from a low to a high cost area (non-homeowners) the employee will receive a lump sum payment equivalent to three years additional rental reimbursement (subject to tax) :

36 months x (new monthly rental less current monthly rental)

15. For first time buyers, the following entitlements will be available:

- * Item 8 - five days paid leave
- * Item 9 - reimbursement of fees
- * Item 10 - relocation credit account
- * Item 11 - receipted disbursements (subject to Inland Revenue limits)

In addition, Item 6 where the appropriate services of a relocation agency can be made available e.g. locational search, education surveys.

16. A three year payback period with regard to lump sums will apply to all employees in respect of (12), (13), and (14) above if an employee leaves the Company by resignation or dismissal within three years of relocation. They will be required to reimburse the Company one sixth of the original lump sum figure(s) for every full six month period remaining of the three year period (defined as date of completion to date

three calendar years hence). Monies due to the employee on date of leaving will be withheld to meet or partially meet the reimbursement. (See Appendix I(a)).

17. If employee retires (early/normal/ill-health) within the three-year period, there will be no requirement to reimburse the Company.
18. If there is a business requirement to relocate home but due to special circumstances the employee would prefer not to move house and family (schooling, partner's employment etc.) and this is agreed by the Company, the following entitlements will be available:
 - * Five days paid leave for relocation
 - * If purchasing a second property, reimbursement of fees as specified in (9)
 - * Relocation lump sum equivalent to 10% of gross basic salary, subject to a maximum of £6,500, payable on taking up residence at new location
19. If main household is subsequently moved it will be at the cost of the employee. However, a relocation lump sum equivalent to 5% of gross basic salary and up to a maximum of £3,500 will be payable on taking up residence at new location.
20. Prior to relocation a lodging allowance of £40 per night is payable and will be claimed through expenses. The maximum payment will normally be £160 per week but due account will be taken of working and travel patterns. This will be reviewed every 12 weeks. Details of lodging location required to support expense claim.

Taxation

21. The Inland Revenue tax free limit in respect of relocation is £8,000. Offset against this figure will be all receipted disbursements (i.e. all items under (9) and any receipted items under (10)). If the combined total exceeds £8,000, the additional amount will be taxable. Relocation lump sum payments and any make up short falls are taxable and can be deducted through PAYE with the employees agreement or be included their annual P11D declaration.
22. Lodging allowance is tax free whilst the total figure can still be offset against any remaining balance of the £8000 tax free limit. After this has been exhausted it becomes a taxable allowance.
23. Issues arising out of the application of this Policy will be referred to the Human Resources Manager review.

N.B *Gross basic salary will be defined for the purpose of the relocation policies as the individual's salary for 37-hour week (including the appropriate shift working) plus any geographical allowances.*

Appendix I(a)

RELOCATION POLICIES

REPAYMENT OF LUMP SUMS ON RESIGNATION OR DISMISSAL FROM EMPLOYMENT WITH THE COMPANY

Item 16 of the Company's relocation of home policy states:

A three-year payback period with regard to lump sums will apply to all employees in respect of (12), (13), and (14) above if an employee leaves the Company by resignation or dismissal within three years of relocation. They will be required to reimburse the Company one sixth of the original lump sum figure(s) for every full six-month period remaining of the three- year period (defined as date of completion to date three calendar years hence). Monies due to the employee on date of leaving will be withheld to meet or partially meet the reimbursement.

Item 4 of the Company's relocation of work location policy states:

A three year payback period with regard to lump sums will apply to all employees in respect of (3) and (4) above if an employee leaves the Company by resignation or dismissal within three years of relocation. They will be required to reimburse the Company one sixth of the lump sum figure for every full six month period remaining of the three year period (defined as date of relocation to date three calendar years hence). Monies due to the employee on date of leaving will be withheld to meet or partially meet the reimbursement.

I,
(FULL NAME)

agree with the following dates and figures and will reimburse the Company the due amount outstanding as per the relocation policy arrangements under which I relocated if I resign or am dismissed from employment with the Company. I hereby authorise EWS/EWSI to deduct any sums which fall due to EWS/EWSI under the terms of the relocation policy, from any monies which are due to me on leaving the service of EWS/EWSI:

Date of relocation
Payback period expiry date
Lump sum(s) detail : £
 £
Total	£

Signed..... **Date**

Appendix I(iv)

POLICY FOR THE RELOCATION OF EMPLOYEES

RELOCATION NOT REQUIRING A MOVE OF HOME

Background

If employees are required to relocate their work location but not their home it is the Company's intention to recompense for travelling time.

Scope

The policy applies to any employee of the Company who is required to relocate their work location to take up a new position within the Company as a result of displacement or promotion. It will not apply to employees who personally apply for lateral transfers for reasons other than displacement.

Beginning the process

1. An employee will be advised at time of interview what the location criteria for the post will be. In the case of displacement and an alternative post being offered, such an offer will clearly specify if there is a need to relocate work location.
2. The requirement to relocate their work location will be advised in writing to the employee. Arrangements will be made for a briefing session with a representative from the HR team.

Entitlements

3. (a) Travelling time - additional total travelling time over 30 minutes per day/turn of duty. The following one off lump sum payments will be payable, subject to tax:

Additional minutes travelling time	Lump sum payment on promotion	Lump sum payment on redundancy
0 - 30	0	0
31 - 60	5% of gross basic salary	10%
60+	8% of gross basic salary	15%

For any move as a result of a redundancy situation, staff may elect to choose as an alternative to the one off lump sum payments shown above, the following single lump sum.

Additional minutes travelling time	Lump sum payment
31 - 60	£2,500
60+	£5,000

This alternative arrangement was effective from 1st November 2003 and is to continue to 31st March 2009. The lump sum payment will be increased each year in line with February headline RPI with the increase taking effect from 1st April. The first increase will take effect 1st April 2005.

- (b) Issues arising out of the application of this policy will be referred to the Human Resources Manager for review.

4. A three year payback period with regard to lump sums will apply to all employees in respect of (3) and (4) above if an employee leaves the Company by resignation or dismissal within three years of relocation. They will be required to reimburse the Company one sixth of the lump sum figure for every full six-month period remaining of the three-year period (defined as date of relocation to date three calendar years hence). Monies due to the employee on date of leaving will be withheld to meet or partially meet the reimbursement. (See Appendix I(a)).