

**CONDITIONS OF SERVICE  
ENGINEERING GRADES –  
A1,A2,A3,  
B1, B2, B3,  
C1, C2 & C3**

**Updated Version – 30/10/7**

**First ScotRail Engineering  
Atrium Court  
Waterloo Street  
GLASGOW**

## Contents

<u>Section</u>	<u>Title</u>	<u>Page No.</u>
1.	Introduction	4
2.	The Team & Flexibility Concepts	5
3.	RSCWR Definition	6
4.	Rostering Arrangements	7 – 8
	4.1 Main Objectives	
	4.2 General	
	4.3 Meal Breaks	
	4.4 Rest Periods	
	4.5 Weekend Working	
5.	Grade & Salary	8 – 12
	5.1 Main Objectives	
	5.2 Grades	
	5.3 Salary & Earnings	
	5.4 Method of Payment	
	5.5 Sick Pay	
	5.6 Maternity/Adoption/Paternity Pay	
	5.7 Holidays	
	5.8 Overtime & Rest Day Working	
	5.9 Allowances	
	5.10 Expenses	
	5.11 PDTA	
	5.12 On-Call	
6.	Leave	12 – 15
	6.1 Annual Leave	
	6.2 Public Holidays	
	6.3 Special Leave	
	6.4 Medical	
	6.5 Hospital	
	6.6 Dental	
	6.7 Personal Leave Entitlement	

<u>Section</u>	<u>Title</u>	<u>Page No.</u>
7.	P.T.& R.	16
8.	<b>Employee Relations</b>	16
	8.1 Bargaining / Consultation	
	8.2 Company Bargaining Procedures	
	8.3 Equal Opportunities	
	8.4 Health & Welfare	
	8.5 Attendance at Trade Union Cases / Courses	
	8.6 Staff Representation	
9.	<b>Training &amp; Development</b>	17 – 18
	9.1 Training Courses	
	9.2 Individual Appraisal	
	9.3 Higher Grade Duty	
10.	<b>Recruitment &amp; Selection</b>	18
	10.1 Probationary Period	
	10.2 Medical Standards	
	10.3 Part Time Staff	
11.	<b>General</b>	18 – 19
	11.1 Uniform Clothing	
	11.2 Travel Facilities	
	11.3 Details on Pensionable Pay	
12.	<b>Medical Accomodation</b>	19
13.	<b>Grade Transferal</b>	20
<u>Appendix</u>	<u>Title</u>	<u>Page No</u>
Appendix A	Guidelines for Payment of Sick Pay	21 – 22
Appendix B	List of Allowances withdrawn	23
Appendix C	Breakdown of Salary, Shift Allowance and Rest Day Minimum Payments	24

## 1. INTRODUCTION

This document defines the working conditions and practices within First ScotRail's Engineering department.

Where indicated, agreements contained within these proposals replace previous company and local agreements.

A reminder of the aims of restructuring are shown below:-

- A modern remuneration package, which embraces an improved salary and conditions of employment, reflecting the needs of the company and its employees.
- An enhanced pensionable pay.
- A clearer avenue for promotion and personal advancement, which is open to all employees, irrespective of their current role within the company. This shall be driven by competence standards.
- The introduction of a shorter working week, leading to a real reduction in the time spent by staff at their place of work. This shall be achieved by flexible rostering, which considers the social needs of individuals coupled to business needs.

## 2. THE TEAM CONCEPT

The foundation of the restructuring package was based upon the principle of team working across the entire engineering function, together with a more flexible approach to working practices.

### Principle

The principle behind developing the team approach is that by combining skills and developing competencies within the team unit, co-operation and the varying strengths of each employee will combine to form a highly productive and motivated team.

It is also a desire, supported by similar strategies in other companies that the developing of teams will improve morale, job satisfaction, productivity and quality of work.

### Structure

Teams were formed, by agreement, at local level and are led by an identifiable working team leader.

It is important to note that each team will require to be developed on an on-going basis to ensure that the skill base within each group meets the needs of the business and complements the skills of others within the team.

To this end a key role of each team leader is to identify the training needs and development potential within his/her team, to ensure that the changing needs of the business are met.

### Development

Each team is self-regulating in many areas such as training, managing staff attendance, granting of leave, rostering etc.

Whilst it is desirable to maintain the team formation in its planned form, mutual exchanges of shifts are permitted, providing that the exchange does not adversely affect production. For staff participating in mutual exchange no alteration to payment is made.

In particular the principle of team working is summarised as follows:-

- Teams will include an identifiable working Team Leader.
- The team shall have responsibility for completing all their tasks, including any quality, safety and productivity objectives as may be set.
- An increasing use of flexible and adaptive working practices, which shall only be constrained by the competence and training given to team members.
- Greater empowerment and training of both the team members and leaders, to assist in the execution of their duties and in the resolution of any problems they may face.
- Teams shall generally be self-relieving for the purpose of Annual Leave, Sickness, Training, etc.

### **Flexibility**

As described at the beginning of Section 2, staff within Fleet grades will be fully flexible within their level of competence. In the context of team working, it is a combination of job diversity and working with others that shall serve to develop, motivate and mature the individual, enhancing their chances of progression.

Flexibility shall have no limit other than those areas covered by the Railway Safety Critical Works Regulation (RSCWR). A fuller description of what is defined by "competence", as it relates to the RSCWR, is detailed below. For staff whose duties are included within the RSCWR, this shall not preclude them from undertaking tasks or duties not governed by these regulations.

Flexibility is recognised as a progressive issue. Through time and within the spirit of this agreement flexibility shall grow on both an individual and functional basis.

### **3. RSCWR Definition**

Safety critical work on T&RS is defined by Network Rail in a Group Standard, No GO/RT3260. This document mandates the competence and fitness requirements for people carrying out such work as deemed Safety Critical.

It is from this standard, that First ScotRail has endeavoured to base its Fleet grading structure. The initial grade "C" has been derived by the obvious need that in certain jobs, whilst still requiring training and to take responsibility for the output quality, no Safety critical work (as defined in the Standard) is required.

The second grade that of "B", is defined by the clear responsibility to undertake Safety Critical tasks, but these are limited by competence and certification. In most cases such work is subject to tests or inspections by another person either directly or as part of a functional test. The responsibilities of this grade would not normally require the serving of an apprenticeship, or other similar skills training.

The grade "B" member of staff, will require to take complete responsibility for the standard and completeness of their work within their sphere of competence.

The Fleet grade "A" will undertake all repairs, fault finding, modification or maintenance on systems defined as safety critical. As with current competence, a grade "A" member of staff would be expected to be trained to an externally recognised level of competence, normally defined in today's industry as "time served".

The grade "A" member of staff, will require to take complete responsibility for the standard and completeness of their work within their sphere of competence.

#### 4. **ROSTERING ARRANGEMENTS**

Effective rostering is key to the success of First ScotRail and therefore the prospects of its employees. Rosters should be constructed, negotiated and agreed at local level within the company's arrangements for collective bargaining. In doing so they must reflect the objectives set out below ;

##### 4.1 **Main Objectives**

- To ensure the needs of the business are met, through flexible / adaptable rostering.
- To achieve sociable rosters where at all possible, whilst considering the objectives above.

##### 4.2 **General**

- The working week shall be an average of 35 hours. This shall normally be within a 5/7 pattern, but may be varied within other negotiated cycles, providing the guidelines on shift length and consecutive turns worked are not breached.
- The shift lengths shall be agreed locally, but will normally be limited to;

Maximum      10 hours  
Minimum      6 hours

The overriding principle shall remain, that in recognising the business needs and staff's social welfare, these hours may be varied by local agreement. Except in emergency circumstances, no turn of duty will exceed 12 hours.

- It is recognised that the Engineering Function within First ScotRail is unique. Its role is to ensure the maximum availability of traction units during train running hours, and to minimise vehicle downtime. The spirit of rosters negotiated under this agreement shall aim to reflect this "business need".

##### 4.3 **Meal Breaks**

- Meal breaks shall be agreed at local level. In the absence of any such agreements the following principle shall apply:-

###### **Average Turn Length**

###### **Meal Break**

Shifts of less than 7 hours	1 x 20 mins
Shifts of between 7 & 9 hours	1 x 20 mins and 1x10 mins
Shifts of greater than 9 hours	2 x 20 mins

All meal breaks shall be paid and as such must only be taken by the team member, when first considering the minimum effect on their team's workload.

The precise times of breaks shall be determined by the Team Leader.

#### 4.4 Rest Periods

- The agreed rest periods between shifts shall be a 12 hour minimum. This will be a planned rostering arrangement to facilitate shift pattern changes.
- The minimum interval between the start and end of defined rest periods, shall be a minimum of 32 hours. This shall apply unless a reduction has been mutually agreed.
- In emergency circumstances (i.e. where there is risk to life or limb) the above criteria will not apply.
- No more than 13 consecutive turns shall be rostered or requested to work unless in emergency arrangements.

#### 4.5 Weekend Working

- A weekend shall be defined as shifts commencing on or after 0000 hours on a Saturday and starting before 2400 hours on a Sunday.
- Locally agreed rosters will include no more than 2 working weekends from 3.

It should be noted that there will be no additional payments made for weekend turns of duty as this is incorporated into the new salary package.

### 5. GRADE & SALARY

#### 5.1 Main Objectives

- To create a grade structure that recognises each individuals level of competence.
- To remunerate the individual in accordance with their level of competence, shift working patterns and flexibility.

The new grade structure for Fleet staff is driven, primarily by the differentiation of competence as defined within the Railway Safety Critical Work Regulations (RSCWR). In addition to these, other key features have also been taken into consideration, and these are detailed below.

## 5.2 Grades

All Fleet staff shall be grouped into 3 grades, these being:-

Grade	Fleet A	-	Post that would normally be assessed to RSCWR Level 3
Grade	Fleet B	-	Post that would normally be assessed to RSCWR Level 2
Grade	Fleet C	-	Post that would normally not be assessed to RSCWR elements

In addition to the main principle above, other key features of any post may alter the grade. These are:-

- Clear leadership responsibilities
- Unique financial responsibilities
- Unique and specific Quality and/or Safety System responsibilities

A transparent progression route open to all staff, is a key objective of restructuring. As such, the total of 3 grades ranging from new entrants to Maintenance Team Leader or Production Support Technician, facilitates the principle that staff can build on each stage of competence to attain progression. Where appropriate, certification by a vocational body ie SVQ/NVQ, shall also be encouraged.

Promotion from this point shall of course be defined by normal selection criteria, and no limitation shall apply.

## 5.3 Salary & Earnings

The basic principle is that flexibility, to work a roster cycle, extending over the week on a multi-shift rota, is financially rewarded. This is as set out in section 4.2.

Earnings shall be made up of a number of factors:-

- A new base salary related to grade, of which 100% is pensionable. This element shall reflect the duration of the agreed average working week.
- A Shift Allowance which reflects the post holders shift pattern. This element is non-pensionable, and for the avoidance of doubt, shift allowance should be changed to reflect the actual hours worked where staff are no longer able to continue with full shift pattern.
- The shift allowance shall be as described below:-

For a fuller description of pensionable benefits, these are contained in Section 11.3 and Appendix "C".

**Shift Allowance**

**Description**

Shift Allowance 1  
(0%)

Dayshift Only

Shift Allowance 2  
(15%)

Dayshift / Backshift

Dayshift / Nightshift

Backshift / Nightshift

Constant Nightshift

Shift Allowance 3  
(25%)

Three Shifted  
(ie Dayshift, Backshift and Nightshift  
arrangement)

**Definition of Shifts**

- Dayshift - Starts on/after 0630 and ends before 1830
- Backshift - Starts at a locally agreed time and ends on or after 1900 but before 0001
- Nightshift - Starts at a locally agreed time and ends on or after 0001

**5.4 Method of Payment**

All new entrants to the Fleet grades shall receive 13 equal salary payments by means of a 4 weekly credit transfer. This will be to their own selected Bank or Building Society, and shall be through the recognised BACS system.

**5.5 Sick Pay/Accident at Work/III Health Retiral**

5.5.1 Sick Pay

Fleet staff absent from work as a result of sickness shall receive 90% of their base salary for the first two weeks of any absence in a rolling sick pay year which will then increase to 100% for the remainder of the standard sick pay period. The rate will then reduce to 50% when dropping to reduced rate sick pay period. The period of time this is paid for varies in accordance with the length of service and details of periods of entitlement are shown in Appendix A.

Shift Allowance shall also be paid during sickness absence.

5.5.2 Accident at Work

The arrangements for staff who are injured during the course of their employment shall remain unchanged. These arrangements are that where

there is evidence of a work related injury staff will receive enhanced sick pay of 100% of base salary (plus shift allowance) reducing to 50% (plus shift allowance) for the period of their entitlement rather than the standard sick pay rates. This payment is paid as a loan and repayable in the event of the member of staff recovering damages from a third party, the Criminal Injuries Compensation Board or any other body set up for a similar purpose.

### 5.5.3 Ill Health Retiral

Should staff be unable to resume work within First ScotRail due to their health the Ill Health Retiral Procedures may be considered. Details of this are shown on Appendix A.

### 5.6 **Maternity/Paternity/Adoption Pay**

The standard company arrangements shall apply.

### 5.7 **Holiday Pay**

All Annual Leave days taken shall be paid at 100% of the base salary. In addition to this an Annual Leave Premium shall be paid. This premium shall vary between members of staff but shall be either 0%, 15% or 25% of the base salary. The application of the premium shall be driven by the shift allowance, paid at the time of the annual leave.

### 5.8 **Overtime & Rest Day Working**

All overtime worked shall be paid at the individuals flat hourly rate plus shift allowance. Overtime working is not considered to be required outwith an emergency situation.

Where there is a requirement for Rest Day Working a minimum payment of 7 hours plus Shift Allowance shall apply (see Appendix C).

### 5.9 **Allowances**

All previous allowances with the exception of allowance directly payable in accordance with the PT&R arrangements have now been withdrawn. For the purpose of clarity, a list of the main allowances which are amended, reviewed or superseded by the restructuring agreement, are detailed within Appendix B.

### 5.10 **Expenses**

Expenses shall be paid on the basis of expenditure reasonably incurred whilst carrying out First ScotRail duties. This shall also include:-

- Attending Training Courses (other than at the normal place of work).
- Attending interviews, medicals and inquiries in relation to the business of First ScotRail.
- Staff representatives attending meetings in relation to First ScotRail's business and in accordance with the existing Collective Bargaining Procedures.

#### 5.11 PDTA

Personal Daily Travelling Allowance shall continue to be paid after the introduction of restructuring. Whilst the minutes value of the allowance shall remain constant, the financial value shall be calculated on the basis of the individuals current rate of pay. Members of staff who are subject to the terms of PDTA as a result of changes after the restructuring implementation, shall receive the allowance at their new rate. In both situations, the allowances remain linked to the percentage increase of future pay awards, for their duration.

#### 5.12 On-Call

A small number of A3 posts shall be involved with an "on-call" rostered arrangement.

Payment for on-call shall be considered as "flat" allowance paid weekly and up to the end of the first week of absence through illness. The flat allowance therefore encompasses an on-call allowance, telephone (line rental and calls) and any overtime worked as a result of being on-call. The payment shall be on the basis of a percentage of the new basic salary and reflect the periodicity of being on-call. See below for details:-

Continuous	-	15%	of basic salary
1 week in 2	-	7.5%	of basic salary
1 week in 3	-	5%	of basic salary
1 week in 4	-	3.75%	of basic salary

### 6. LEAVE

#### 6.1 Annual Leave

All staff shall have an entitlement in days equal to 6 weeks leave each year, ie 30 days.

The leave year shall run from January 1st to December 31st.

Of the total entitlement, two-thirds shall be pre-allocated over 4 weeks prior to commencement of the leave year and on a controlled rostered basis. The remaining days shall be taken by mutual agreement on the understanding that all leave must be taken within the respective leave year.

The principle of annual leave taken shall be based on the following guidelines:

1 days leave = 1 shift

1 weeks leave = 1 weeks shifts  
 2 weeks leave = 2 weeks shifts

ie a day is a day, a week is a week, a fortnight is a fortnight etc.

With respect to the 2 floating weeks ie 10 days/shifts, the team leader shall decide upon the ability of the individual to take leave in line with agreed local parameters, thus ensuring a fair allocation between team members.

All annual leave must be taken within the calendar year of entitlement. The carrying forward of annual leave into the succeeding year will not normally be permitted.

However, where previous leave applications have been declined or if the individual has experienced a period of long term sickness, annual leave may be carried forward into the succeeding year subject to the express authority of the appropriate Depot Production Engineer. Such annual leave must be taken by 31<sup>st</sup> March in the succeeding year or it will be forfeited.

**New Entrants**

Leave shall be granted to new entrants after 1 months service as follows:-

<b><u>Length of Service</u></b>	<b><u>Number of Days Leave</u></b>
1 month	2
2 months	5
3 months	7
4 months	10
5 months	12
6 months	15
7 months	17
8 months	19
9 months	21
10 months	23
11 months	25
12 months	30

**Staff Leaving the Service**

**On Reaching Normal Retirement Age -**

Staff shall receive their full entitlement of Annual Leave for the year in which they retire.

Where the period between January 1st and the retiral date does not permit all such leave to be taken then payment shall be made for any leave outstanding.

**Ill Health Retirement**

The conditions that apply to staff leaving at normal retirement age shall also apply to staff leaving as a result of Ill Health Retiral.

**Prior to Normal Retiral Age (except for disciplinary reasons)**

Less than 12 months service - Staff shall receive the leave entitled as a new entrant less any leave already taken.

Over 12 months service - Staff shall be entitled to leave as follows less any leave already taken:-

<b><u>Month in Which Leaving</u></b>	<b><u>Number of Days Leave</u></b>
January	2
February	5
March	7
April	10
May	12
June	15
July	17
August	19
September	21
October	23
November	25
December	30

**6.2 Public Holidays**

Two public Holidays shall be recognised - Christmas Day & New Years Day.

Payment for hours worked on these days between 0001hrs until midnight shall be at "triple time" with no resultant lieu leave.

A principal of voluntary working initially, followed by a rota rostered arrangement, shall apply.

**6.3 Special Leave**

Any member of staff may apply to their Local Manager for "Special Leave".

This is designed to assist staff at a time of crisis. The number of days granted shall be at the local manager's discretion and will be dictated by the particular circumstance.

Examples of such leave shall include domestic crisis e.g. flooding, burglary or other similar crisis.

Under normal circumstances and dependent on business requirements, 1 days leave will also be granted under the following circumstances:

- Marriage
- Household removal

## **Bereavement**

Leave with pay, not normally exceeding one day, will be granted to staff to enable them to attend the funeral of a wife or husband, child, father, mother, own grandmother, own grandfather, stepfather, stepmother, mother-in-law, father-in-law, brother, sister, stepbrother, stepsister. In cases of their close relatives, staff will be allowed to change their turn where practicable in order to attend the funeral.

Where an employee is the sole member of the family responsible for making all the arrangements in connection with the funeral, leave with pay up to a total of five days may be granted by the local manager, should this be necessary.

## **Jury Service**

Leave and an appropriate rest period shall be granted to any member of staff cited for jury service, on production of the appropriate documentation. Payment shall be made at 100% of base salary plus shift allowance less the maximum amount provided by the court for loss of earnings expenses. The individual can reclaim this amount as "loss of earnings" from the court.

### **6.4 Medical**

Staff attending the Company Medical Officer as a result of their Manager's request, ie driven by the member of staff's age, shall receive a shift free from duty. Under such circumstances 12 hours rest shall be facilitated.

The payment for this time off shall be on the basis of base salary plus the appropriate shift allowance.

In the cases of staff attending a medical in connection with drug screening, Personal Track Safety or repeated check-up, then this shall be done on the basis of minimum time off only.

### **6.5 Hospital**

Staff attending Hospital for consultation must make best endeavours to avoid the appointment conflicting with their working shift pattern. Where this cannot be avoided, then pay shall be made at the base salary plus appropriate shift allowance.

Staff shall require to produce evidence of the appointment if leave of absence is requested.

### **6.6 Dental**

Dental appointments should be arranged outwith the working day. In cases where the employer requests at short notice a change of shift, consideration will be given to enable time off to attend.

### **6.7 Personal Leave Entitlement**

A3 staff who, at the point of Restructuring, had leave in excess of the total leave entitlement are entitled to the following arrangements on a personal basis:-

- a) The total leave entitlement at the point of Restructuring shall be

“frozen” on a personal basis

- b) This personal leave entitlement shall be in the form of floating days to be taken by mutual agreement
- c) This personal leave entitlement shall be retained whilst employed within the Fleet grade.

---

7. **P.T.& R.**

The current PTR&R arrangements shall continue to apply where appropriate, until these are renegotiated within the company wide agreements.

8. **EMPLOYEE RELATIONS**

8.1 **Bargaining / Consultation Process**

For all Fleet staff these shall be in accordance with the present arrangements.

8.2 **Company Bargaining Procedures**

The Collective Bargaining Procedures, (agreed in 1996), are fully recognised and were in no manner altered, amended or superseded by Fleet restructuring.

8.3 **Equal Opportunities**

This shall be in accordance with the company’s Equal Opportunities and Harassment Policies.

8.4 **Health & Welfare**

This shall be in accordance with the company’s Safety and Environmental Policy & Procedures.

8.5 **Attendance for Trade Union Duties / Courses**

This shall be dealt with in accordance with the company’s arrangements.

8.6 **Staff Representation**

Staff representation shall be dealt with in line with company procedural agreement.

## 9. TRAINING & DEVELOPMENT

The success of First ScotRail's Engineering business will depend critically on having a highly skilled and motivated workforce.

In order to achieve this, First ScotRail is committed to the identification and provision of training & development by:-

- Regularly identifying Training & Development needs of all staff.
- Delivering the training needs of staff, where it can be shown to be of benefit to our business.
- Effectively completing the introduction of the Railway Safety Critical Work Regulations in the areas governed by them.

### 9.1 Individual Appraisal

On an annual basis, it is proposed that each member of staff shall have an appraisal meeting with their immediate Team Leader where appropriate:

The Appraisal meeting shall have the purpose of;

- Reviewing past achievement in undertaking core responsibilities.
- Identifying Training and Development needs.
- Setting Training and Development priorities
- Discussing any potential for personal advancement
- Objective setting where this is considered necessary.

It is the intention that separate consultation, briefing and training information shall be produced, prior to the introduction of any appraisal system. The overriding principle of this system shall be to develop the individuals abilities, and is in no way linked to disciplinary or payment procedures.

### 9.2 Delivering Training & Development

Where Training & Development needs are identified, staff members will require to participate in any programme aimed at meeting these needs. Payment will be at basic salary plus shift allowance.

### 9.3 Higher Grade Duty

Higher Grade Duty is regarded as a development opportunity for staff to enhance their personal skills and provide necessary experience in anticipation of future avenues for promotion.

Staff selected for higher grade duty must have suitable skills/competencies to enable them to undertake the full duties and responsibilities for the higher graded post.

Staff selected to work in a higher graded post shall receive the full rate of pay.

In cases where the individual working HGD is of the same grade as the post being covered (due to personal gradings) then no additional payment shall be made.

## 10. RECRUITMENT & SELECTION

### 10.1 Probationary Period

The present probationary arrangement for staff shall remain.

### 10.2 Medical Standards

The present First ScotRail medical standards continue to apply.

### 10.3 Part Time Staff

All conditions, unless stated, shall apply equally to part time staff, on a pro rata basis.

## 11. GENERAL

### 11.1 Uniform Clothing

This shall be consistent with the existing policy of First ScotRail , except in local cases where an enhanced allowance is granted. The minimum allowance is unchanged by these proposals

### 11.2 Travel Facilities

Standard company arrangements shall apply.

### 11.3 Details on Pensionable Pay

It is important to understand the effects of restructuring on Pensionable Pay. In summary it shall be as follows:-

- a) The pre restructuring annual ROP has been used for past scheme payments and is therefore pensionable from scheme membership date and for all future service.
- b) From 10 May 1998 (the date of restructuring) 85% of the base salary became pensionable.
- c) The difference between the pre restructuring pensionable pay (as outlined in a) above) and the new base salary pensionable pay (as outlined in b) above) is pensionable for future service only from 10 May 1998 onwards. This is known as the 1<sup>st</sup> tier of Pensionable Restructuring Premium.
- d) From 31 March 2002, 100% of the new base salary is pensionable.
- e) The difference between the pre restructuring pensionable pay (as outlined in a) above plus the 1<sup>st</sup> tier of Restructuring Premium (as outlined in c) above) and the new base salary is pensionable for future service only from 31 March 2002 onwards. This is known as the 2<sup>nd</sup> tier of Pensionable Restructuring Premium.

### 12 Medical Accomodation

Staff who are declared permanently medically unfit for their present post by an appointed First ScotRail Occupational Physician or who require to be accommodated under "Safety of the Line" arrangements and take up alternative employment with First ScotRail, will be paid under the terms of a "Rate Protection Scheme". The scheme will be as follows:

#### **Staff who have completed a minimum of 3 years continuous employment:**

The rate of pay of the post to which appointed will be "topped up" to the salary of the former post for a maximum period of 5 years on a sliding scale.

The "top up" allowance calculation will take into account the level of Shift Allowance being paid at the date of accommodation. The value of the Shift Allowance will be non-pensionable.

The "top up" allowance will be 100% for Year 1, reducing to 80% for Year 2, 60% for Year 3, 40% for Year 4 and 20% for Year 5. Thereafter, payment of the allowance will cease and the rate of pay of the post to which appointed will apply.

#### **Staff with less than a minimum of 3 years continuous employment:**

Such staff will take the rate of pay of the post to which appointed.

The appropriate rate of Shift Allowance for the post in which accommodated will be paid.

13 **Grade Transferal**

For information purposes, detailed below are the grade transferals details that applied at the time of restructuring. As the "old" and "new" structures differed, it was agreed under negotiation that, where there was no direct correlation that the grades shown would be on the context of being on a personal basis.

<b><u>Old Activity / Grade</u></b>	<b><u>Fleet Grade</u></b>
Workshop Supervisor (other than Instructor / Safety & Services Assistant)	A3
Professional & Technical (Production Support)	A3
Ultrasonics	A2
Blacksmith	A2
CI Skilled	A1
CBM	A1 (personal)
Storekeeper	B3 (personal)
Stores Issuer	B2
Shunting Chargeperson	B2
Semi Skilled (including RSC2)	B2
Shunting	B2
ROGII (+)	B1
ROGII	C3 (personal)
ROG1	C2

**SICK PAY AND ILL HEALTH RETIRAL ARRANGEMENTS FOR FLEET STAFF**

**Period of Entitlement to Sick Pay/Accident at Work**

For absences owing to illness or accidents the entitlement period for sick pay in any fiscal year is shown below. Where an absence extends beyond the fiscal year it will be treated as though the whole had occurred in the year in which the absence commenced. The rates of pay applicable during this period are detailed within section 5.5 of this document:-

<u>Period of Service</u>	<u>Standard Sick Pay</u>	<u>Reduced Sick Pay</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

The employee may also be entitled to Statutory Sick Pay (SSP) for a period of 28 weeks beginning from the fourth day of absence in any unconnected period. SSP is linked to any sickness period within the previous 8 weeks and where there is a link SSP will start from day 1 of the second absence and the periods will be added together, SSP will then expire once they have received a total of 28 weeks SSP. On expiry of SSP the admin section will forward a form to the employee to apply for Incapacity Benefit.

While on the standard rate sick pay, SSP is included within the payment. Whilst on reduced sick pay SSP is paid in addition. In both instance the total of any sick pay and SSP or Incapacity Benefit received should not exceed the normal standard rate of pay.

The First ScotRail policy for Chain of Care will apply for serious incidents requiring particular consideration.

**Ill Health Retiral Arrangements**

Staff who are unable to return to work due to an identified medical condition, which has been confirmed by BUPA, shall be considered for Ill Health Retiral. The Ill Health Retiral arrangements include:-

- a) Ill Health Payment from the company

The employee will be due a payment from First ScotRail if it is agreed that they will leave the service under the Ill Health Retiral Arrangements. The lump sum payment will be calculated on the following basis:

Number of Complete Years Service	Percentage of Salary Paid as a Lump Sum
0 - 5 years	20%
6 - 10 years	40%
11-15 years	60%
16-19 years	80%
20 years & over	100%

The lump sum payment will not be greater than the number of weeks standard pay due between the date of ill health retiral and the normal retirement age, which is presently 65 years.

b) Railways Pension Scheme - Incapacity Pension

Subject to having 5 years membership of the Railway Pension Scheme, the employee can apply for an Incapacity Pension, however it is not guaranteed that this will be approved. An application will go before a committee at the pension fund who will decide whether the Incapacity Pension can be paid or not. An estimate of pension benefits, details of how to apply and what is taken into consideration for the application will be provided by the Human Resources Department prior to the employee leaving the service along with details regarding their pension options if the application for Incapacity Pension is declined.

**LIST OF DISCONTINUED OR REVISED ALLOWANCES**

The allowances discontinued include:-

- Re-incentive Bonus
- Dirty Work Allowance
- Average Earnings
- Meal Allowance
- Travelling Time
- Chargehand Allowance
- CI Allowance
- CBM Allowance
- Tool Allowance
- Call-out Allowance
- Driving Allowance
- Running Shed Differential
- IUP
- Merit Allowance
- Mean Rate Differential
- Personal Allowance (Wages)
- Subsequent Call-out
- Small Group Bonus

Those not listed remain in force unless amended by further negotiation.

**BREAKDOWN OF SALARY, SHIFT ALLOWANCE AND REST DAY MINIMUM PAYMENTS**

**RATES APPLICABLE FROM 1<sup>ST</sup> APRIL 2007**

<u>GRADE</u>	<u>DAYSHIFT POSTS</u>		<u>2 SHIFTED/NIGHTSHIFT POSTS</u>		<u>3 SHIFTED POSTS</u>	
	<u>SALARY FROM 1/4/7</u>	<u>REST DAY MIN. PAYMENT</u>	<u>15% SHIFT ALLOWANCE</u>	<u>REST DAY MIN. PAYMENT</u>	<u>25% SHIFT ALLOWANCE</u>	<u>REST DAY MIN. PAY</u>
A3	25861	99	3879	114	6465	124
A2	24379	93	3657	107	6095	117
A1	23436	90	3515	103	5859	112
B3	20877	80	3131	92	5219	100
B2	20204	77	3031	89	5051	97
B1	18154	70	2723	80	4538	87
C3	16327	63	2449	72	4082	78
C2	15819	61	2373	70	3955	76
C1	15228	58	2284	67	3807	73

**Shift allowance is not pensionable.**