

CENTRAL TRAINS LIMITED

DRIVERS DIAGRAMMING, ROSTERING and TERMS/CONDITIONS

IN LINE WITH

D.R.I. 2005

12th June 2005

Signed on behalf of
Central Trains Limited

Signed on behalf of
ASLE&F

.....
N Brown
Managing Director

.....
M. Whelan
District Secretary

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FOREWARD TO THE 2001 PAY AGREEMENT

JOINT PROCESSES FOR THE OPERATION and MODIFICATION of this AGREEMENT

1. All current and previous agreements, whether local or company and local codifications / interpretations of agreements are superseded by this 2001 Agreement.
2. Any amendments to the 2003 Agreement will be agreed at DFC and Senior Management level.
3. New local codifications (where required) will be negotiated locally in accordance with and to reflect the new 35 hour week agreements on the following principles:-
 - a) That these should not incorporate practices that lead to loss of productivity / Flexibility.
 - b) Either worsen the financial position of the company or increase the need for ND working compared to adopting the terms of this 2003 Agreement

In default of an agreed new local codification the relevant company agreements will apply Until reviewed by Senior Management/DFC.

- c) New local codifications where negotiated can only cover the following issues:-
 - i) Link Structure and allocation of drivers thereto;
 - ii) Equalisation processes for allocation of drivers to Sunday and any No Duty Day working;
 - iii) Annual Leave rosters (construction and rotation between years);
 - iv) Where referenced specifically from this Agreement.
4. This agreement and associated new local codifications will be reviewed 6 months from the date of implementation and each 12 months thereafter.
5. A joint DFC/Senior Management vacancy review group will continue to administer the PT&R.

Arrangements (see Appendix L, clause 1.

1. DIAGRAMMING

1.1 DIAGRAM LENGTH

Diagram length will be between 5 and 10 hours on diagrams containing intensive suburban work as defined in clause 1.15 and between 5 and 10 hours 30 minutes in all other cases.

1.2 BOOKING ON ALLOWANCE

10 minutes booking on allowance at all depots.

1.3 BOOKING OFF ALLOWANCE to be NIL

The end of a turn of duty for diagramming and payment purposes will be at the time of arrival/relief at the station or local stabling point of the driver's home booking on point (see Appendix D for finishing locations).

Time worked will be paid where it has not been possible to complete reports (other than delay slips) or any other administrative duties at the request of management, within the turn of duty.

1.4 AVERAGE SHIFT LENGTH

8 hours 45 minutes Monday to Saturday combining both the diagram turns and spare turns at a depot (ie the average diagram length can exceed 8 hours 45 minutes provided the average spare turn length is under 8 hours 45 minutes or Vice versa).

Any alteration to the average spare length in the base roster at a depot will only be undertaken at the main timetable change dates.

1.5 WALKING/TRAVELLING/MOVEMENT ALLOWANCE

These are set out in Appendix C. Any new/revised times required are to be measured to the nearest minute on an "it takes what it takes" basis and agreed at DFC/Senior Management level.

1.6 SHORT TERM PLANNING

Flexibility to amend diagrams (to avoid the need to cancel and re-issue as an additional 'special' turn).

- Extend turn length by up to an hour (inclusive) for which overtime will be paid.
- Alter booking on time + or – one hour

Provided that the booking off time remains within + or – one hour of the original base roster diagram.

Where engineering work directly affects a route, which results in the need to change the diagram. Then that diagram may be extended or moved in accordance with clause 1.6 and 1.7.

Where change cannot be directly related to engineering work. The content of the diagram may be varied, but the diagram length, booking on and booking off times remain the same. This applies to both 1.6 and 1.7.

Where previous pre-planned engineering work has been cancelled/completed, that work should revert back to the link and, where appropriate, the diagram in which it normally resides. To facilitate this, the 1 hour diagram extension and variable booking on and booking off times as detailed in 1.6 and 1.7 shall apply.

1.7 RAILTRACK ENGINEERING '8 week' CHANGE PERIODS

Flexibility to amend diagrams within existing links (to avoid the need To re link consequent on canceling existing and re-issuing new Permanent diagrams).

- Extend turn length by up to an hour (inclusive) for which overtime will be paid.
- Alter booking on time + or – one hour
- Provided that the booking off time remains within + or – one hour of the original base roster diagram.

Where engineering work directly affects a route, which results in the need to change the diagram. Then that diagram may be extended or moved in accordance with clause 1.6 and 1.7.

Where change cannot be directly related to engineering work. The content of the diagram may be varied, but the diagram length, booking on and booking off times remain the same. This applies to both 1.6 and 1.7.

Where previous pre-planned engineering work has been cancelled/completed, that work should revert back to the link and, where appropriate, the diagram in which it normally resides. To facilitate this, the 1 hour diagram extension and variable booking on and booking off times as detailed in 1.6 and 1.7 shall apply.

1.8 CONTINUOUS DRIVING LIMIT

- 4 hours 30 minutes where a block of continuous driving work contains one or more journey legs driving intensive suburban trains.
- 4 hours between Stourbridge Junction and Stourbridge Town.
- 5 hours 15 minutes in all other cases.

1.9 AGGREGATE DRIVING LIMIT

9 hours 30 minutes per turn of which no more than 7 hours 15 minutes shall be driving intensive suburban trains, of which not more than 5 hours intensive suburban driving shall be on the same route.

- 1.9.1 On a diagram containing Intensive Suburban trains and/or local non intensive trains (as defined in 1.9.2) on the 'same' route, then the maximum aggregate driving time on that route is 7 hours, ie any aggregate driving time in excess of that is to be on a different route.

Intensive Suburban Trains Definition of same Route:-

New Street Lines

- Redditch
- Lichfield Trent Valley
- Wolverhampton – Coventry
- Birmingham New St
- Hednesford via Aston or Soho Road

Snow Hill Lines

- Snow Hill - Stourbridge Junction
- Snow Hill – Stratford upon Avon
- Snow Hill – Leamington
- Stourbridge Junction and Stourbridge Town

- 1.9.2 A loaded passenger train which has over 50 % of its journey time on the same route as defined in clause 1.9.1 is defined as a local non-intensive train.

Examples of local non-intensive suburban trains are:-

- a) Birmingham New Street-Stafford via Hednesford
- b) New-Street-Coventry calling at International only.
- c) Snow-Hill-Kidderminster.

- 1.9.3 There is no such thing as an intensive suburban or local non-intensive route. Only a train can be intensive suburban or local non-intensive

1.10 CALCULATION OF CONTINUOUS AND AGGREGATE DRIVING TIME

Time included for the purposes of calculating continuous driving and aggregate driving shall be the scheduled running time shown on the diagram between any two points including scheduled stops of 14 minutes or less calculated from the time of train/traction unit departure to the arrival time of the train/traction unit arrival at the location where the driver is relieved or otherwise leave the driving cab. This calculation will include time allowed for coupling and uncoupling duties.

- a) Time included for the purposes of calculating continuous or aggregate driving are unit turnarounds of 14 minutes or less where the inbound and outbound trains are worked by the same driver and unit without relief.

- b) Any time spent on the unit before scheduled departure, but After joining or relieving the unit, is excluded from the Calculation of continuous or aggregate driving time.

- c) A break in continuous driving occurs when: -

A Driver has a period of 15 or more minute's clear break from the driving cab at agreed locations between being relieved or otherwise leaving a unit and relieving or otherwise joining a unit.

- d) Any period of 14 minutes or less between a driver being relieved off or otherwise leaving an intensive suburban train, and relieving or otherwise joining an intensive suburban train is defined as intensive for the purposes of calculating aggregate driving time. If either or both the trains involved are non-intensive suburban trains then the intervening period of 14 minutes or less is defined as non-intensive for the purposes of calculating aggregate driving time.

All other time/activity on the diagram is excluded for the purposes of calculating continuous or aggregate driving

1.11 RESTRICTION OF DIAGRAMMED TURN LENGTH

Diagrammed turns booking on between 0001 and 0529 (inclusive) to be no longer than 9 hours.

Diagrammed turns booking on between 0530 and 0559 (inclusive) to be no longer than 10 hours.

1.12 PNB's and SHORT BREAKS

The times of PNB and SHORT BREAKS shall be included on the diagram. The time parameters applicable to PNB's and SHORT BREAKS are described specifically in each section below, and no leeway on these parameters is permitted.

1.12.1 Diagrams of 5 hours 59 minutes or under

No PNB required

1.12.2 Diagrams between 6 hours and 7 hours 30 minutes

One 15 minute PNB between the 2nd hour and 6 hours 10 minutes

1.12.3 Diagrams between 7 hours 31 minutes and 9 hours 30 minutes

One 25 minute PNB between the 2nd hour and 6 hours 20 minutes

OR one 15 minute PNB and one 20 minute PNB between the 2nd and 8th hour with a minimum 2 hour gap between them.

1.12.4 Diagrams between 9 hours 31 minutes and 10 hours 30 minutes

One 40 minute PNB between the 3rd hour and 6 hours 30 minutes

OR one 15 minute PNB and one 35 minute PNB

Between the 2nd and 9th hour with a minimum 2 hour gap between them.

1.12.5 Diagrams consisting of OUT and BACK working only

On turns between 6 hours and 7 hours 15 minutes only require a 20 minute SHORT BREAK between the 2nd hour and 6 hours 15 minutes.

The SHORT BREAK time is measured from the scheduled arrival time of the previous working or relief and the scheduled departure of the next working or relieving and is inclusive of the following activities.

Relief
Relieving
Join Unit
Leave Unit
Join Unit Previously Left

Walking /travelling allowance up to 5 minutes each way between the last working and the short break point. Any incremental walking time above 5 minutes will be included in the diagram surrounding the short break.

PNB time is exclusive of walking time between the unit and the PNB point and is only inclusive of the following activities

Join unit
Leave unit

1.12.6 Placement of PNB's within diagrams and SHORT BREAKS within out and back diagrams will be such that:-

- a) The maximum time span before a PNB or between PNB's or after the last PNB and the end of the turn to be 5 hrs 55 minutes.
- b) A minimum of 50 minutes between the end of the last PNB or SHORT BREAK and the end of the turn.

1.12.7 Facilities to be provided at PNB, short break points and break cab environment are set out in Appendix B

1.13 PREPARATION, DISPOSAL and COUPLING ALLOWANCES

The times for these are set out in Appendix A.

1.13.1 Definition of 'Reversing' activity

'Reversing' is defined as the unit reversing direction during the course of its journey without a change of destination indicator

Examples of where reversing takes place include:-

- a) at Ely on a Norwich-Nottingham service
- b) at Derby on a Nottingham-Birmingham service
- c) at New Street on a Nottingham-Cardiff via Camp Hill service

1.13.2 Definition of ‘Change Ends’ activity

‘Changing Ends’ is defined as a train terminating at a location and the driver walking to the other end of the train and setting the destination indicator for a new passenger destination before starting in the opposite direction as a different train

1.13.3 Examples of ‘Change Ends’ activity include:-

- a) at Worcester Foregate Street with a passenger train arriving from Birmingham Snow Hill and starting backing the opposite direction towards Birmingham Snow Hill from the same platform as a different passenger train.
- b) at Malvern Wells with a passenger train arriving at Great Malvern going empty to Malvern Wells to ‘change ends and destination indicator’ starting back in the opposite direction to Great Malvern as an empty to form a new passenger train from Great Malvern. (note if this train was to form an empty stock to Worcester LMD this would be a ‘reversing’ not a ‘Change Ends’ move at Malvern Wells).

1.14 RELIEF and RELIEVING

The relieving Driver will relieve at any time up to two minutes prior to departure time except where the arrival time is less than two minutes before the departure time. Relief will be concurrent in both diagrams. All timings on Driver Diagrams should reflect the Working Timetable.

1.15 DEFINITION OF INTENSIVE SUBURBAN WORKING

Intensive Suburban Trains are defined as:-

“Loaded Passenger Services with scheduled stops on average 3.5 minutes or less apart between the origin and destination of the train”.

1.16 MODIFICATIONS TO TRAINS

Should the rolling stock have modifications that are likely to affect diagramming parameters (eg preparation times), or should different rolling stock be introduced the times shall be based on reasonable variations from the existing rolling stock. The agreement to such revised/new times shall not be unreasonably withheld or delayed.

1.17 DIAGRAM SCRUTINY

Only permanent changes to diagrams at the Railtrack '8 week' Engineering period change or summer/winter timetable change will be scrutinized by LLC's. Where any errors are discovered in the Diagrams either pre or post linking these will be notified to the Diagramming section and the local manager and these will be rectified by the diagramming section as quickly as is practicable (normally within 7 days or a longer agreed timescale if the issue is complex). In the interim these diagrams will be linked/worked to pending rectification. In the event of the rectification timescales not being met then the issue will be resolved at DFC/Senior Management level.

1.18 DEPOT ESTABLISHMENTS

Depot establishments will be determined by the following formula

Depot Establishment = the number of SX diagrams at the depot multiplied by 2 .

The establishment excludes Trainee Drivers and management may recruit above establishment in advance of need (e.g. retirements, natural Wastage, Drivers instructor detachment to undertake training etc)

Differences between the establishment and the actual number of drivers will be managed through the established joint DFC/Senior Management process of the vacancy review group and Clause 11 (where applicable)

1.19 VIABILITY OF DEPOTS

When the strict application of the limiting criteria contained in this Agreement would undermine the viability of a Depot, Location specific exceptions may be negotiated at DFC and Senior Management level. Such exceptions will be regularly reviewed, and will not have a detrimental effect on other Depots.

2. LINKING

2.1 GENERAL PRINCIPLES

Links shall be constructed at each depot to ensure compliance with the retention of route and traction knowledge at the depot, and be designed to cover the depot workload in the most cost effective manner.

All diagrammed work must be linked at the depot.

Links shall be constructed on the basis of an average of 2 No Duty days each week over the link cycle with an average week of 35 rostered hours per week, Monday to Saturday over the link cycle.

Link workings may be proposed by the LLC or the management, and negotiated at local level. It is jointly recognized that linking and related diagram scrutiny is best carried out jointly with management and the LLC.

In the event of a failure to agree at local level a link working shall be negotiated by the DFC/Senior Management and links to be implemented in time for the relevant timetable change.

At least eight weeks prior to re-issue of diagrams for Summer or Winter timetables, depot LLC's should indicate to the Driver Manager any preference for a depot standard 2 'No Duty Day' link structure or a willingness to accept hybrid systems as set out in section 2.2.3. Should no indication be received the status quo will apply.

A linking guide will be produced by DFC/Senior Management to identify best practice to aid and guide LLC's and management when formulating links at depots

Re-linking should only take place on a by exception basis (i.e if there is no significant Change even at a summer or winter timetable change) then the existing links should remain and the provisions of clause 1.6 of this agreement to apply.

This is likely to be applicable mainly at small depots where there is little change to the Timetable.

2.2 LINK SIZE AND POSITIONING OF NO DUTY DAYS

2.2.1 Link sizes should be divisible by 3 with one of the link(s) absorbing any imbalance from the depot establishment, including any surplus that may not be divisible by 3.

2.2.2 Standard 2 No Duty Days a week system (4 day week)

Easiest system to understand and administer provided:-

- a. Diagrammed instances of work at the depot are distributed evenly on each day Monday to Saturday.
- b. Night shift instances in link are evenly balanced over 7 days including Sunday.

This system works on the basis of:-

Line 1 No duty days – Monday and Tuesday

Line 2 No duty days – Wednesday and Thursday

Line 3 No duty days – Friday and Saturday and then repeat cycle.

This gives a long weekend every 3rd week.

2.2.3 Link Structure involving some lines with only one no duty day a week (5 day week)

This system is the most efficient and can be used as best practice in dealing with the following circumstances:-

- a. Night shifts that are not evenly balanced over 7 days, typically there is a Monday to Friday night shift diagram with no corresponding Saturday night diagram.
- b. Depot workloads where one days instances of duty typically Saturday is less than the other 5 days typically Monday to Friday.
- c. In these circumstances spare cover is also optimised by having lines with only one no duty day, eg to cover a 5 day line of nights. Monday to Friday only.

Such links will have by definition some line of work with more than two no duty days to compensate.

For every four one no duty day lines in the roster, it is possible to construct a whole week of 'no duty days'.

- 2.2.4 Subject to 2.1, and the above, links may be constructed based on the 4 day or 5 day week system or a hybrid of both systems. To achieve an equal spread of No Duty days across the cycle, the cycle needs to be divisible by 3.

2.3 LINK STRUCTURE

- 2.3.1 Where a depot requires more than one link these may be structured as ‘serial progressive’ and/or ‘parallel’ links or a hybrid by local agreement.
- 2.3.2 Where ‘serial progressive’ links are constructed these *must* be progressive in terms of route and traction knowledge, and allocation of drivers will be on the basis of seniority or other locally agreed criteria.
- 2.3.3 Where parallel links are used, they are to be of equal seniority and allocation to such will be by local agreement and take into account the Drivers’ preference.
- 2.3.4 Separate links can be created for trainee drivers, newly qualified drivers, pre-retirement and ‘accommodation’ as needed.
- 2.3.5 The link structure should be the most cost effective for covering the work at the depot.
- 2.3.6 All links must contain sufficient spare and diagram content to enable imbalances at the depot between average diagram length and average spare turn length to be used effectively. This means that links that previously contained only spare turns will contain a limited amount of diagram work in future and vice versa.

2.4 ALLOCATING DIAGRAMMED WORK AND SPARE COVER TURNS TO THE ROSTER

- 2.4.1 Diagrams must not be ‘padded’ to achieve a precise roster balance.
- 2.4.2 The average shift length, including spare turns, over the link roster will not exceed 8 hours 45 minutes in length.
- 2.4.3 Spare turns will be not be more than 1 hour 45 minutes shorter than the longest turn required to be covered by the relevant spare turn and be at times and on days which minimise the risk of not being able to cover work at the depot with spare Drivers, and that minimises the need for overtime and No Duty day working.
- 2.4.4 Where practicable, all turns at a depot to have at least one corresponding spare turn that can cover it.

- 2.4.5** Over the link cycle the average work and spare content shall not exceed an average of 35 hours a week Monday to Saturday. There will be no rostered hours balance maintained. Any mismatch in individual rostered hours caused by any agreed change in link structure for whatever reason or by a driver changing links is not compensatable either way, ie Central Trains does not owe for excess of rostered hours, and the driver does not owe Central Trains in the event of a deficit in rostered hours.

3. ROSTERING

3.1 GENERAL PRINCIPLES

- 3.1.1** Drivers are to move through the roster one line at a time in their own link cycling around.
- 3.1.2** It is the driver's responsibility to establish when they are next rostered on duty from the daily/Sunday roster, and on return from annual leave, no duty day(s), other leave or absence or sickness.
- 3.1.3 Rest period between booking off and booking on for the next turn of duty**
- a) 12 hours minimum rest period on all occasions between booking off and booking on for the next turn of duty.
 - b) 32 hours with one intervening no duty day.
 - c) 56 hours with two intervening no duty days.
 - d) 80 hours with three intervening no duty days.

3.1.4 Allocation of rostered spare or standby drivers to uncovered turns or Part-turns

- a) Turn Length
A rostered spare driver will be required to cover turns up to and including 1 hour 45 minutes longer than the rostered spare turn length as part of the weekly, daily or after roster posting advice rostering process.
- b) Flexibility of movement of booking on/off time
All rostered spare drivers can have their booking on/off time moved in accordance with the parameters set out under the weekly, daily or after roster posting advice roster process.

3.1.5 Allocation of drivers who originally have a diagrammed turn (ie not spare or standby whether diagrammed or undiagrammed) but who become spare as a consequence of the following:-

- 1) Deficiency in either route or traction knowledge or other restriction which prevents drivers undertaking their rostered work.
- 2) The rostered work has been cancelled.
- 3) Drivers returning from sickness or other absence who become spare as a consequence of the turn having been covered or part covered by other drivers as part of the rostering process.
 - a) Turn length
Such drivers to be treated as rostered spare drivers with a datum booking on time and the turn length of their booked turn on the roster. Such drivers can only be allocated to turns or part(s) of a turn as part of the weekly, daily or after roster posting advice, roster process in excess of their originally rostered turn length by mutual agreement.
 - b) Flexibility of movement of booking on/off time
All drivers who become spare, in the circumstance covered in clause 3.1.5 can have their booking on/off time moved in accordance with the parameters set out under the weekly, daily or after roster posting advice rostering process.

3.1.6 The marking up process for the weekly and daily roster must be a one pass process. Multiple pass marking up processes based on hierarchies, using for example, Quality of Work, Payment Premiums either on work content or time worked are not permitted. The one pass mark up will include both rostered spare drivers and drivers who become spare under clause 3.1.5.

3.2 DAILY ROSTERING

3.2.1 General Principles

- a) The term “spare” driver covers both drivers who are rostered spare (Clause 3.1.4) and drivers who become spare (Clause 3.1.5) for the purposes of section 3.3.
- b) The daily alterations to the roster will be posted by 1200 hours 2 days in advance.
- c) Originally rostered spare drivers (Clause 3.1.4) can be required to work up to 1 hour 45 minutes rostered overtime up to a maximum of 11 hours duty as part of the daily rostering process.
- d) Drivers who become spare for daily rostering as a consequence of Clause 3.1.5 will not have to work any rostered overtime other than by mutual agreement, unless the driver was originally booked spare on the base roster (ie Clause 3.1.4).
- e) There is no ‘noon’ barrier to allocation of spare drivers to uncovered turn(s).
- f) The above constraints do not preclude a ‘pm’ spare driver signing on up to 23.59 hours from covering an ‘am’ turn (or part of turn), provided that all diagramming and rostering parameters are met.
- g) An ‘am’ spare driver can cover part of any ‘pm’ turn that crosses midnight, provided that such spare driver books on no earlier than 0001, providing that all diagramming and rostering parameters are met.

3.2.2 Flexibility of movement for allocating spare drivers to uncovered turns or part(s) of turns on the daily roster

Up to and including + or –2 hours 30 minutes movement from the spare booking on time.

3.2.3 Marking up process for the daily roster

- i. Spare drivers to be allocated to an uncovered turn on the roster in time order, ie earliest driver to earliest turn, subject to being able to cover the traction and route knowledge requirements of the turn.

- ii. Where two spare drivers are equidistant from the turn, and both can cover, the senior driver will be allocated.
- iii) Where two spare drivers are equidistant from two turns with the same booking on times, and both can cover, the senior driver will be allocated the shorter turn,
- iv) Remaining uncovered turns may be fragmented and allocated to remaining spare drivers within the daily roster parameters provided the relevant PNB/short break parameters are observed.

3.2.4 Overtime Arrangements

- i. By mutual agreement between the driver and roster clerk, and only after the operation of Clause 3.3.3.1 is exhausted, overtime may be utilised provided that the minimum of 12 hour rest clause is observed, to cover remaining uncovered whole or part turns.
- ii. Where there is a short-term necessity to work No Duty Days, this shall be done on the basis of an equalisation system, agreed between the LLC and Driver Manager, and strictly monitored at DFC and Senior Management level.

3.3 CROSS COVER AGEEMENT

All depots will have route cards that reflect the work linked at that depot only. Drivers will not sign routes that are not contained in their depot workload.

- 3.3.1** Cross cover is permissible between any depots with common work.
- 3.3.2** Ultimately cross cover must not be at the detriment of the covering drivers depot.
- 3.3.3** Drivers can cover another depots common work, once the depot in question has exhausted its own staff recourses.
- 3.3.4** All rostering, diagramming, driving limits, route retention criteria and PNB parameters must be adhered to at all times.

3.4 ENTITLEMENT TO BOOKING ON TIME AND ROSTERED HOURS

3.4.1 Drivers are entitled to their booking on time and rostered hours when arriving for duty on the day.

3.4.2 When booking on drivers may be allocated other work by mutual agreement only.

3.4.3 Other work given must comply with rostering, diagramming, driving limits, route retention criteria and PNB parameters.

3.5 EXCHANGING TURNS OF DUTY

3.5.1 Drivers will be permitted to mutually exchange turns subject to the following conditions:-

- a) Each driver has the relevant route and traction knowledge to fully cover the turns they have requested to exchange to.
- b) Each driver has the ability to take the correct minimum rest period before and after the exchange.
- c) Drivers will not be permitted to exchange into a vacant line of work or individual turn(s), eg vacancy created by leave, road learning, detachment, etc.
- d) No personal loss of route or traction knowledge as a result of mutual exchange(s).
- e) Each driver accepts that they work the hours and take the No Duty days on the line or turn exchanged to.
- f) The mutual exchange of duty must be in writing and signed by all parties.
- g) That the mutual exchange does not result in a driver being unable to attend a safety brief within the period in which it is due.

3.5.2 The roster clerk will endeavor to accommodate as many exchanges as practicable, provided written notice has been given by a locally agreed deadline. In default of a local agreement at LLC level the deadline will be

0800 Sunday preceding the Thursday that the relevant weekly roster is posted. Applications will be dealt with by the roster clerk in order of date and time received.

3.5.3 'Accommodation' Exchanges

Individual 'Accommodation' Exchanges will be dealt with on their own merits by the Driver Manager and by agreement with the LLC Secretary.

3.6. ANNUAL LEAVE

3.6.1 General Principles

- i) The annual leave roster shall be proposed by Local Representatives and agreed by local management and posted on 31st October in the year preceding the applicability of the roster.
- ii) 4 weeks (16 days) of the 24 days annual leave entitlement shall be rostered in accordance with Section 3.6.2. The remaining 8 days annual leave can be taken by individual application in accordance with Section 3.6.3.

3.6.2 Rostered Annual Leave

- i) The 4 weeks (16 days) of rostered leave will be rostered as a two week block in the Summer 26 week period, one week in the 13 week period preceding the Summer 26 week period, and one week in the 13 week period following the Summer 26 week period.

By local agreement the Summer 2 week, 25 week block may be divided into 2 x 13 week blocks with one week in each.

- ii) The period of the summer roster shall be a period of 26 weeks from the 3rd Monday in April in any year made up of 13-2 weekly consecutive periods.

The Summer 26 week period, and the two Winter 13 week periods may be shortened by local agreement provided that reasonable flexibility is shown by both parties in operating such agreement. This will need to have due regard to the exigencies of the services and the ability to cover without additional cost.

- d) Where links have been constructed which average 2 No Duty days a week, but which in any individual week there are between 1 and 6 no duty days a week, the following arrangement must apply on rostered annual leave.

Where a week of rostered annual leave falls on a week which does not have the standard two no duty days. Any excess of no duty days over 2 in a week of rostered annual leave will be compensated for by an equivalent number of additional annual leave by individual application days. Where there is only one no duty day in a rostered week of annual leave, one of the following to apply:-

- i. Use an annual leave 'By Application' day;
- ii. Leave loss of pay;
- iii. Work one rostered turn in the week, such turn to be agreed with the roster clerk.

If through link restructuring, link progression etc, the number of No Duty days the driver has on his rostered week(s) of annual leave changes, from that which originally applied on the annual leave roster, the driver will be credited or be required to make up the deficit where there is only one No Duty day in the line of work. The deficit will be made up by applying one of the following:-

- i. Use an annual leave 'By Application' day;
- ii. Leave loss of pay;
- iii. Work one rostered turn in the week, such turn to be agreed with the roster clerk.

- e) Except by local agreement, the maximum number of drivers rostered on a week(s) annual leave at any one time shall not exceed the number determined by dividing the driver depot establishment by 13, rounded up to the nearest whole number.

3.6.3 Annual leave by individual application days

- a) Except by local agreement, the maximum number of drivers that can be on annual leave (whether rostered or by individual application) at any one time shall not exceed the number determined by dividing the driver depot establishment by 9, rounded up to the nearest whole number.
- b) The number of Drivers on 'pm' turns on annual leave shall not exceed the number calculated in clause 3.6.3.a divided by 2 and rounded up to the nearest whole number

- c) Annual leave days by individual application will be granted as required, but should be within the constraints of Clause 3.6.3.a and Clause 3.6.3 b

3.6.4 All rostered and by individual application annual leave must be taken within the current annual leave year. Any by individual application annual leave days not taken or applied for by 9th December in the current annual leave year will be rostered on Christmas Day and Boxing Day where this is not a no duty day, Sunday or rostered week's leave. Any remaining 'By Application' annual leave day will be rostered where practicable before 31st March of the following year or forfeited. Priority will be given to applications arising in the new annual leave year. The system used to apply this clause will be agreed at local level.

3.6.5 Mutual exchange of rostered annual leave weeks

- a) Exchanges of rostered annual leave week should only be made internal to each of the blocks of rostered leave periods, eg Summer to Summer, Spring to Spring, And Winter To Winter. Exchanges of rostered annual leave external to each of the blocks must be agreed by the Driver Manager and LLC.
- b) The mutual exchange of rostered annual leave must be in writing and signed by both individuals.
- c) All Exchanges must be in the hands of the LLC at least one month before the date of the earlier of the two holidays concerned.
- d) No compensatory annual leave 'By Application' days will be credited for mutual exchanges which arise through exchanges of annual leave where there is a mismatch in the number of No Duty days in the one or two week period.

3.7. SUNDAY ROSTERING-GENERAL PRINCIPLES

3.7.1 The Sunday roster will be posted by a locally agreed deadline. In default of a local agreement the deadline will be 1200 hours on the preceding Thursday.

3.7.2 All diagrammed Sunday turns shall be linked at the depot.

3.7.3 The Driver Manager, after agreement with the LLC, will determine the number and length of Sunday Standby turns on receipt of the draft Sunday diagrams. The diagram office will be advised of numbers, length and timing of Sunday Standby turns required at the Depot.

- 3.7.4** Any drivers not wishing to work their rostered Sunday must advise the roster clerk by 1200 hours of the Wednesday before the Sunday rostered.
- 3.7.5** Any driver not wishing to work Sundays permanently must notify the roster clerk and the LLC in writing. Request(s) to resume Sunday working following such notice must also be put in writing, and agreed at local level.
- 3.7.6** The marking up process for the Sunday roster must be a one pass process. Multiple pass marking up processes based on hierarchical criteria using, for example; quality of work, payment premiums, either on work content or time worked are not permitted.
- 3.7.7** By local agreement a two pass marking up process may be used for the Sunday roster, but only in the following circumstances:-
- i. First pass mark up 'starred' drivers to uncovered turns;
 - ii. Second pass mark up 'volunteer' drives to uncovered turns in accordance with Section 5.

A 'starred' driver is defined as a driver who does not have a rostered Sunday turn, but when occupying 'starred' Sunday positions on the roster, has an obligation to work as if he or she had a rostered turn, if allocated to an uncovered job under the marking up process. Clause 5.1.4 also applies to 'starred' drivers.

A volunteer driver is defined as a driver who has neither a rostered turn nor occupies a 'starred' position on the roster, but volunteers in accordance with local arrangements.

- 3.7.8** An equalisation system will be used for the prioritisation of the allocation of drivers to uncovered Sunday turns.
- 3.7.9** Mutual exchanges of rostered Sundays are only permitted in accordance with section 3.5.1.
- 3.7.10** Drivers are not permitted to relinquish their Sunday turn(s) to another driver other than by application of 3.7.4 and/or 3.7.9.
- 3.7.11** A Sunday 'PM' driver signing on up to 23:59 hours may cover an 'AM' turn or part of turn, provided that all diagramming and rostering parameters are met.
- 3.7.12** A Sunday 'AM' driver can cover part of any 'PM' turn that crosses Midnight provided that such Sunday driver books on no earlier than 0001, providing that all diagramming and rostering parameters are met.

3.7.13 Any driver who considers he/she should be allocated Sunday work after the posting of the Sunday roster should contact the roster clerk as soon as possible. A claim made for entitlement to work on Sunday after the event will be invalid if a driver did not advise management of the circumstances, when in a position to do so prior to the event, such that he could have been allocated a Sunday turn.

3.7.14 Precluded Sundays

Where a driver is rostered to work a Sunday, but is totally precluded as a consequence of management direction from working some or all his rostered hours through not being able to comply with minimum periods of rest (Clause 3.1.3), such driver may claim payment for his/her rostered hours, provided that:-

Such drivers do not decline any alternative offer of Sunday work (or part work) that he/she is not precluded from working, even for a period less than his/her rostered hours, which may require movement of booking on time, up to 2 hours 30 minutes in either direction in accordance with the Sunday rostering process and shall not be rostered to a turn or part of a turn longer than the original rostered turn, ie such driver has priority over 'starred' or 'volunteer' drivers for allocation to uncovered turns. Alternatively, a precluded Sunday driver who cannot cover his or her rostered turn may elect not to work the Sunday in which event no payment will be made.

3.7.15. Marking Up Process for the Sunday Roster

The Sunday volunteer driver with the least number of Sundays worked under equalisation will be allocated the earliest Sunday turn that:-

- i) has a minimum rest period of 12 hours between the Saturday and Monday turns;
- ii) the driver can cover fully for route and traction knowledge until either all work is covered, or all volunteer Sunday drivers have been used.

In the event of the two Sunday volunteer drivers with the same equalisation being able to work the turn, the senior driver will be allocated.

In the event of one driver being able to work two turns with the same booking on time, the driver will be allocated the longest turn length.

There is no noon divide for allocation of drivers to turns.

3.8 SAFETY BRIEFS

- 3.8.1** A robust rostering process will be defined for each location to ensure that drivers will receive their safety brief within the relevant timescale for that brief.

3.9. BANK AND PUBLIC HOLIDAYS

3.9.1 Rostering of Bank and Public Holidays other than 25th and 26th December

These are treated as normal days (ie the normal weekly and rostering procedures apply), except that cancelled, altered and additional diagrams will be available to the LLC 14 days in advance of the day(s) concerned. An agreed roster covering cancelled, altered and additional turns will be posted 10 days in advance of the day(s) concerned. Such a roster may itself be altered or amended by late notice engineering work etc. Where the normal diagram is cancelled, drivers will become spare in accordance with Clause 3.1.5. Where, though engineering work or lack of track access where the normal diagram is cancelled, drivers will become spare in accordance with Clause 3.1.5 at their rostered time and be allocated to any additional diagrams, or altered diagram in accordance with spare movement arrangements permissible under weekly or daily rosters, but with the constraint that such drivers can only be allocated to turns in excess of the originally rostered turn length by mutual agreement.

3.9.2 Drivers who volunteer to work and book on duty on December 25th and/or December 26th

- a) The numbers and duties of volunteer drivers required to work on December 25th and December 26th will be agreed at local level.
- b) Drivers who wish to volunteer for work on December 25th and/or December 26th must notify the depot LLC prior to December 9th. Applications will be dealt with in date and time order, or other locally agreed criteria.
- c) The December 25th/26th roster(s) will be posted by December 11th, or other date where locally agreed.
- d) Payment when booking on duty on December 25th or 26th will be at overtime rate for the allocated hours on the December 25th/26th roster (currently Double Time and an extra day's leave)

3.9.3 Any sickness on a Bank or public holiday must be certified by a doctor.

3.10 TRAINING

3.10.1 General Principles

Drivers should be trained to be able to cover their rostered work, as soon as economically practical. All training should be prioritised and planned, in the most effective way to cover the depot workload giving due weight to the length of time a driver has waited to be trained.

3.11 SICKNESS

3.11.1 A driver absent through sickness for less than four weeks should give a minimum of nine hours notice from the rostered booking-on time to the resource allocator prior to resumption of duty. Such driver would become spare (in accordance with Clause 3.1.5) if his or her rostered turn has already been covered and will be rostered in accordance with the applicable daily or Sunday rostering process.

3.11.2 A driver absent through sickness for more than four weeks should give a minimum of nine hours notice from the rostered booking-on time to the resource allocator. Before resuming duty the driver must report to his/her driver manager to ensure the appropriate medical authority for a resumption of work has been granted and to receive any safety or operational briefs. Rostering for duty will then follow.

3.12 OUTSTANDING LIEU LEAVE INCURRED PRIOR TO DRI IMPLEMENTATION ON 24/11/96

3.12.1 General Principle

Under DRI Terms and Conditions, there is no mechanism to generate new Lieu Leave. Outstanding Lieu Leave will be granted on application, subject to the ability to cover the train service.

3.12.2 From 1998, any driver who has pre-DRI lieu leave outstanding, not applied for by 9th December in the same annual leave year, will be rostered pre-DRI lieu leave on 25th and 26th December from 1st January 1998 onwards.

4. RECRUITMENT AND TRAINING

4.1 RECRUITMENT

- 4.1.1** The company can recruit to Driver posts direct from external without previous train driving experience.
- 4.1.2** The company can select internal candidates for driver positions on merit based on agreed selection criteria.
See Appendix L for Promotion, Transfer and Redundancy Arrangements

4.2 INITIAL TRAINING PROGRAMME FOR DRIVERS

- 4.2.1** The current programme content to be reviewed to accommodate.
An 8 hour 45 minute day.
- 4.2.2 Newly qualified Driver**
For the 12 months following the initial driver training support will be provided to the driver on train handling in adverse weather/railhead conditions, which the driver did not experience in the course of initial driver training.
- 4.2.3** The appeal process against a negative assessment following initial driver training is set out in Appendix I

4.3 TRACTION TRAINING/CONVERSION AND REFRESHING

- 4.3.1** The current programme content to be reviewed to accommodate
An 8 hour 45 minute day

4.4 ROUTE LEARNING and REFRESHING

- 4.4.1** The current route learning norms (measured in 8hrs 45 minute days) will be reassessed on the basis of the
 - i) The number of Round Trips required on each route section
 - ii) The time in hours and minutes required to learn each relevant local location (e.g. complex station, depot or sidings layouts).
- 4.4.2** Route learning and refreshing from the date of this agreement can be tailored to fit a drivers Rostered hours in any one shift or part shift in which a driver has spare time within a rostered turn
- 4.4.3** Route learning and refreshing can be undertaken in modular form (i.e. Normal driving duties can be undertaken in between modules of route

learning/refreshing).The maximum time between route learning/refreshing modules will be 8 driving turns(excluding Sundays).

- 4.4.4 Where a route learning module is shorter than the turn length then the remainder of the turn can be used for driving duties. A driver who is spare for part of a turn can be utilized to undertake a route learning module.
- 4.4.5 Where part of a route learning/refreshing programme requires time up to a 10 hour 30 minute turn to be viable (e.g Nottingham –Worksop for a Norwich driver) a rostered spare driver may be allocated to it under the normal weekly or daily rostering arrangements.
- 4.4.6 By mutual agreement of the individual/driver manager drivers can work pre agreed diagram in order to facilitate route learning/refreshing.
- 4.4.7 Payment will be made for the actual hours worked and any overtime worked in excess of the rostered turn.

4.5 DRIVER INSTRUCTING

- 4.5.1 When a Driver Instructor is undertaking training duties on a booked service, the Driver Instructor will take responsibility for the train and the booked driver will contact his home depot Train Crew Supervisor for reallocation of duties within the applicable diagramming and rostering parameters. This avoids the need for a 3rd person in the driving cab.

5. GRADES AND DUTIES OF DRIVER

5.1 GRADE STRUCTURE

5.1.1 Trainee Driver

The salary for new entrant trainee drivers will be £16,986 (Apr 2004 pay level). New entrants will hold a trainee driver status for no less than a 9 month period. In the event the trainee is not qualified to progress to newly qualified status after 9 months the training salary will continue apply. Internal appointments to the grade of trainee driver will be paid their current basic salary or £16,986 (Apr 2004 pay level) whichever is the greater.

5.1.2 Driver

On completion of training and successfully passing out as a qualified driver Drivers will enter a 12-month newly qualified period during which the salary will be 75% of the fully qualified driver's rate. This period is designed to enable the probationer to gain experience. It is accepted (subject to satisfactory completion of the training phase) that the probationer is fully competent to drive trains.

5.2 HOURS OF DUTY

- 5.2.1** Hours of duty equate to 35 hours per week with a liability to variable signing on times and shift lengths throughout the 24 hours within the parameters specified by the diagramming, linking and rostering arrangements set out in this agreement.
- 5.2.2** Turns of duty may be rostered on any day of the week however; Sunday is outside the guaranteed week

5.2.3 Overtime

Through the application of this agreement, it is envisaged that overtime will be significantly reduced and rest day working will be virtually eliminated. When all rostering options have been exhausted, or in the event of severe disruption, a driver may be asked to extend their rostered time.

As a last resort, drivers may be asked to work a no duty day.

The working of such days will be by ASLE &F /Central Trains agreement and shall be subject to strict monitoring at DFC/Senior Management level.

5.3 DUTIES OF DRIVER

- 5.3.1** Driver in charge duties. See Appendix E.
- 5.3.2** Manual uncoupling/coupling own train in an emergency.
- 5.3.3** Operate any current approved signalling/level crossing by Railtrack or other Infrastructure Authority, subject to agreement at Divisional Council level on the use of the system, application of the system will be at local level.
- 5.3.4** To complete the full diagram when running late up to one hour beyond the booked diagram length, for which overtime will be paid. This is subject to a maximum of 11 hours in total.
- 5.3.5** Connecting/disconnecting electrical shore supplies at agreed locations. See Appendix F.
- 5.3.6** Undertaking Door Test.
- 5.3.7** Topping up coolant levels when no other appropriate staff is available.
- 5.3.8** Clean own cab windscreen when no other appropriate staff are available.

- 5.3.9** Manual uncoupling/coupling of own train at agreed locations where no appropriate staff are available, ie Rugby.
Note: - This will also include operation of hand points.
- 5.3.10** Complete reports and other administrative duties at the request of Management (This can be in written or by recorded telephone message).
- 5.3.11** Driver release of doors at agreed locations.
- 5.3.12** Fit/remove coupler snow protection bags when required at agreed Locations. See Appendix H.
- 5.3.13** Assist T&RS maintenance staff. See Appendix L.
- 5.3.14** Act as Resource Scheduler (eg Rostering, Traction Arranging etc).
Locations see Appendix M.
- 5.3.15** To complete the rostered hours of duty.
- 5.3.16** **Driver Only Operation (Passenger) – DOO (P)**

In the circumstance of Management wishing to introduce a DOO (P) scheme, the arrangements will be agreed at Functional Council Level.

6. PAYMENT

6.1 METHOD

Employees in these grades will be paid four weekly automatically by bank credit transfer at the rate of £ salary divided by 313 multiplied by 24 and rounded arithmetically to the nearest penny.

6.2 SALARY STRUCTURE

6.2.1 Definition of Salary

This is the amount paid for a 365 day year containing 52 Sundays.

6.2.2 The salary is made up of 3 components

- i) Basic salary (all back service pensionable)
- ii) Pensionable salary (Pensionable forward service only)
- iii) Total salary.

6.2.3 Overtime

6.2.3.1 Overtime is payable to the minute for any time worked in excess of the Day's rostered hours.

6.2.3.2 Overtime, No Duty days worked and Sundays worked are paid at the standard hourly rate calculated as follows:-

£ Annual salary divided by 313 multiplied by 6 then divided by 35 and rounded arithmetically to the nearest penny.

6.2.3.3 Overtime payment is only paid for hours actually worked except in the following circumstances.

- i) A minimum payment of 9 hours 15 minutes is made for each No duty day worked.
- ii) Precluded Sundays as set out in clause 3.7.14.
- iii) A minimum payment of 9 hours 15 minutes is made for each Sunday worked.

6.2.4 Payment regarding exchanging turns of duty

If a driver incurs overtime beyond their exchanged diagram duration, the driver is paid overtime from the new diagram end time

6.3 ALLOWANCES

The only remaining allowances are:-

6.3.1 Driver Operation of Doors (DOD) allowance (per shift).

6.3.2 Driver Only Operation (Passenger) (per shift).

6.3.3 Cambridge (SE Allowance) (per year) applicable only to Drivers at Cambridge who were at Cambridge depot on 22/11/96 and have been continuously employed at Cambridge depot since 22/11/96. It is not applicable to any drivers who join the depot subsequent to 23/11/96.

6.3.4 Driver Instructor non-pensionable allowance (per year). This allowance is subject to the individual maintaining the relevant competence and being willing to continue in the role

6.3.5 A per mile rate for use of own vehicle on company business

- 6.3.6** Allowances related to redeployment (following redundancy) are set out in Appendix M clause 6. (See appendix J for payment rates applicable at April 2003).

6.4 EXPENSES

- 6.4.1** Reasonable expenses properly incurred away from the normal work location, in the authorised conduct of the Company's business will be reimbursed, subject to the relevant support by receipt particularly where VAT is involved.

Expenses will not be paid when undertaking driving duties or route refreshing/learning.

Expenses will be payable when the individual is away from the home station between 1200 and 1400 hours throughout, and no food is provided nor are subsidised facilities available, and the driver is engaged on non-driving duties.

In extreme circumstances where it is not possible to obtain a receipt, the claim should indicate details of the purchase.

- 6.4.2** Expenditure on alcoholic drinks will not be reimbursed.
- 6.4.3** There will be no reimbursement for meals taken at certain NEG establishments where subsidised catering facilities are provided by the Company. However, it is expected that, where available, staff should take advantage of such facilities.

Reimbursement will not be made where staff elects to use alternative facilities to those provided by the Company.

- 6.4.4** Should any driver's rostered No Duty day fall on Christmas Day, an additional application day's leave will be given to be used within the following 12 month period.

6.5 PAID LEAVE

Payment during any paid leave period is at the standard annual salary only

6.6 ADDITIONAL TURNS (BOOKING ON TWICE IN ONE DAY)

In emergency employees agreeing to work an additional turn are paid at the standard hourly rate for the worked

- 6.7** Classroom training and other detachment from driving duties on a preplanned basis for a whole day or week basis .The rostered turn in these instances will be 8 hours 45 minutes.

This will be paid at the standard annual salary only plus any overtime actually incurred after 8 hours 45 minutes.

Note: - This does not apply to route learning/refreshing which are defined as ‘driving duties’

6.8 CLAIMING OF ALLOWANCES, EXPENSES AND UNROSTERED OVERTIME

Employees should submit no less than weekly expense forms, in accordance with local arrangements where required to claim any allowances, expenses and unrostered overtime (i.e. any changes to daily working not authorized or recorded on the daily appearance sheet).

6.9 JOB SHARE

- 6.9.1** Any two drivers from the same depot who wish to work on a job share basis should contact their Driver Manager to discuss practical arrangements for implementation.

- 6.9.2** Payment for each Driver will be at 50% of the annual salary rate with overtime being paid at the standard hourly rate

7. LEAVE

7.1 ENTITLEMENT

Year one of CTL service	16 days	No leave for first 3 months. Thereafter 12 days – rostered. 4 days by individual application. (see note below)
Year two and subsequently		24 days annual leave of which 4 weeks shall be rostered in accordance with the company codification. 8 days annual leave shall be by individual application in accordance with the company codification.

Note Arrangements in respect of year one of service only:

If a Driver is in initial training, Annual Leave will be rostered by the Drivers Standards Manager.

If a Driver takes up a link position Annual Leave will be allocated by the Local Manager in conjunction with the LLC secretary.

7.2 BANK AND PUBLIC HOLIDAYS

Employees can be required to work on Bank and Public Holidays. Bank and Public Holidays are treated as normal days in respect of rostering and payment arrangements, except that if actually working on 25th or 26th December this will be paid as overtime.

- 7.2.1. Compensation leave is no longer accrued by working, by being rostered a no duty day, or by being rostered leave, or being unavailable for work due to sickness on a Bank or Public Holiday.
- 7.2.2. The guaranteed week payment arrangement applies to staff not required for work on a Bank or Public Holiday.
- 7.2.3. All rostered and individual application annual leave must be taken within the current annual leave year. Any remaining individual application annual leave days will be rostered where practicable before 31st March of the following year or forfeited; however priority will be given for individual application days requested by other Drivers arising in the new annual leave year.

- 7.2.4.** Sickness on Bank or Public Holidays will continue to require a medical certificate for sick pay to be given.
- i) All possible efforts will be made to accommodate those wishing to take their individual application leave days on religious holidays or other days of particular significance. Priority will be given to individuals who register their requirements with their Driver Manager prior to 31st October prior to the year in which the leave is required.
- 7.2.5** Leave entitlement during the year of retirement [including early (60+) retirement and also in cases of redundancy and ill health retirement]: rostered leave to be taken up to the date of leaving and the balance of the year's leave to be taken as leave or payment, by agreement with the local Driver Manager.
- 7.2.6** No leave balance will be paid on resignation (except for lieu leave accrued prior to 24/11/96).
- 7.2.7** Death in service: All outstanding annual leave (current annual leave year) and lieu leave accrued before 21/11/96 will be paid to the estate of the deceased employee.

7.3 DECLARATION OF NEW BANK HOLIDAYS

Where the government declares a new bank holiday either on a 'one off' or 'ongoing' basis on Monday to Saturdays on which Central Trains is required to operate trains these will be converted into an additional Annual Leave by individual application day for use in the year (in the case of 'one off' 'bank holidays) or every year in the case of 'ongoing' bank holidays.

7.4 SPECIAL LEAVE ARRANGEMENTS

See appendix P

8. HEALTH

8.1 PHYSICAL AND EYESIGHT EXAMINATIONS

8.1.1 Drivers are required to attend periodic eyesight and physical examinations in accordance with the arrangements laid down from time to time in Railtrack Group Standards. The Railtrack Group Standard currently in force is titled "Safety Requirements for train drivers", dated September 1994, ref. GO/RT3251.

8.1.2 In attending such examinations a free day from duty is permitted. This does not apply to the requirement to attend for random drug and alcohol testing as specifies from time to time.

8.1.3 Drivers not available for driving duties due to awaiting medical examination, drug screening, corrective glasses etc. will be as follows:

The driver will attend at his/her rostered hours unless otherwise agreed by The Service Delivery Manager. By agreement the Driver may attend at a more social hour. This also applies to rostered Sundays, by agreement the Driver may elect not to take up the rostered Sunday turn in which case, no Payment will be made.

8.2 SICK PAY ARRANGEMENTS

See Appendix K for full details.

8.3 MEDICAL RESTRICTION ARRANGEMENTS

Employees in these grades who become restricted by the Medical Officer as unfit to perform the normal driving duties will be dealt with as follows:

8.3.1 Temporary Restrictions [i.e. where medical review dates are given by the Medical Officer, with a view to the individual resuming normal duties]

- Every effort will be made for suitable alternative work to be provided within the medical restrictions laid down by the Medical Officer.
- If suitable alternative work either driving, or in another grade is available the employee will be temporarily placed and retain the Drivers rate of pay for the period of the accommodation.

- If no suitable alternative work is available the “stood off” arrangements as outlined below will be applied.

8.3.2 Long Term Restriction [i.e. where a medical condition exists so as to preclude an individual from normal driving duties for the foreseeable future]

- Every effort will be made to provide suitable alternative work within the medical restrictions laid down by the Medical Officer.
- If suitable alternative work either driving or in another grade is available, the employee will be permanently placed in the post.
- Payment, if permanently accommodated in another grade, will be at the driver’s forward pensionable salary level only, or that of the grade, whichever is the greater.
- If suitable alternative work is available and the individual refuses accommodation in the post then this may lead to termination of the contract.
- If no suitable work is available the “stood off arrangements” as outlined below will be applied.

8.3.3 Stood Off Arrangements

Staff who are certified by the Medical Officer as fit for restricted driving duties but for whom a suitable position cannot be found are dealt with as follows:

The employee’s name will be kept on the books for a period of up to two years, during which time every endeavor will be made to find suitable alternative work.

Payment during this period will be as follows:

- 1st 26 weeks - full basic rate
- 2nd 26 weeks - half basic rate
- Next 52 weeks no pay

9. NOTICE PERIODS

You are entitled to receive notice as under to terminate your contract of employment:-

Less than one months' employment.	No notice.
One month's but less than two years' employment.	One week's notice.
Two years' but less than 5 years' employment.	Four week's notice.
Five years but less than 12 years' employment.	One weeks notice for each year of continuous employment.
12 years' or more employment.	12 week's notice.

You may terminate your contract of employment by giving sixteen weeks notice in writing (including the day of notice) expiring at any time. In the event of you leaving Central Trains Limited's employment without giving the required eight week's notice, any pay due in respect of any incomplete week will be forfeited.

In the event of you being guilty of misconduct your contract of employment may be terminated without notice in accordance with the terms of the various disciplinary procedures.

Your contract may also be terminated without notice, within one month of the commencement of your employment, if you have been engaged before Central Trains Limited has received references or medical reports and such references or medical reports prove unsatisfactory.

Terms and conditions relating to length of notice given in the event of redundancy are contained in Appendix L

10. MATERNITY, PATERNITY, SPECIAL LEAVE AND OTHER TERMS AND CONDITIONS

Any member of staff wishing to have details of maternity, paternity, special leave entitlements and other terms and conditions should contact the Human Resources Department who will forward a copy of the Central Trains Limited pack.

11. DEPOT STRATEGY AND TRANSFERS OF WORK

11.1 PRINCIPLE

Allocation of work to depots shall be on the principles of economic diagramming and business need.

11.2 DEPOT STRATEGY AND TRANSFER OF WORK AGREEMENT

The following has been agreed to facilitate the Transfer of Work between Central Trains Limited depots, in order to eliminate, or reduce, the necessity for Drivers to be declared Surplus.

- 11.2.1** Consideration will be given, at Company Council level, where Overtime and No Duty day working is being undertaken at any location to cover the workload, to Transferring work to another Location, if such transfer of work would avoid, or reduce the possibility of making Drivers surplus at that other Location, or would avoid, or reduce the level of Overtime and No Duty day working.

- 11.2.2** Where reductions in the workload cannot be matched by a reduction in overtime and No Duty working, and Drivers become surplus, such surplus will be progressed at Company Council level, in line with the agreed PT &R Arrangements. (See appendix L)

- 11.2.3** The allocation of New Traction, New Routes and Route Extensions will be agreed at Company Council level, taking into account Depots traditional workload and type and clause 11.1.

- 11.2.4** The monitoring and review of the operation of this Agreement will be the responsibility of the Company Council and the results of such monitoring will be reviewed at 6 monthly intervals.

11.3 PROCESS TO BE ADOPTED

Depot strategy and major transfers of work will be subject to discussions at Company Council level. A Principles Meeting (if required) will be held at Company Council level.

- 11.3.1** Where it is proposed to effect a major transfer of work or allocate new routes, a crewing strategy and work allocation policy meeting with Operations Director, Diagram Office representation and Company Council Reps will be arranged.
- 11.3.2** Proposed diagrams (when available) will be issued to Company Council Reps.
- 11.3.3** Company Council Reps feedback issues to Local Reps as necessary.
- 11.3.4** Local Meetings chaired by relevant Local Managers with Local Reps plus Diagram Office Reps in attendance as necessary.
- 11.3.5** Company Council Reps chair meeting with relevant local reps to resolve disputed diagrams (if required).
- 11.3.6** Company Council Reps relate any outstanding differences to Operations Director.

11.4 CLARIFICATION OF 'MAJOR' TRANSFER OF WORK AND DEPOT STRATEGY

- 11.4.1** Depot strategy constitutes
 - i) proposed opening of new depots or outbased signing on points;
 - ii) Allocation of new route extensions to depots.
- 11.4.2** 'Major' transfers of work would entail transfers that would
 - i) require a depot to lose route knowledge consequent upon a transfer to another depot;
 - ii) Create a long run (over 12 months) 'structural' surplus of drivers at a depot which would not be absorbed by natural wastage, or backlog training requirements.

11.4.3 Since DRI depots do not have any claim to specific trains or defined number of instances of duty over a route. Variations in trains worked and number of instances worked over routes between depots as part of the normal timetable change process do not constitute 'major' transfers of work under this agreement unless they satisfy the criteria under 11.4.1 and 11.4.2.

11.4.4 The setting up of new depots will be based on the following basis.

- i) Initial staffing of these depots to be through volunteers transferring from existing depots and/or new recruits
- ii) That an economic diagramming case can be made for some or all of these proposed depots.
- iii) That no compulsory redundancies or transfers will result at existing depots as a consequence of setting up these depots.

APPENDICES

- A PREPARATION & DISPOSAL**
- B PNB; SHORT BREAK; BREAK FROM CAB ENVIRONMENT; FACILITIES & LOCATIONS**
- C WALKING TIMES, TRAVELLING TIMES & DEPOT MOVEMENT ALLOWANCES**
- D FINISHING LOCATIONS FOR END OF DUTY (in addition to the booking on point)**
- E DRIVERS IN CHARGE - RESPONSIBILITIES**
- F LOCATIONS WHERE VOLUNTEER DRIVERS MAY ACT AS RESOURCE SCHEDULER**
- G SHORE SUPPLY LOCATIONS**
- H COUPLER BAGS FITTING/REMOVAL LOCATIONS**
- I TRAINING APPEAL**
- J PAYMENT RATES and ALLOWANCES**
- K SICK PAY ARRANGEMENTS**
- L PROMOTION TRANSFER and REDUNDANCY ARRANGEMENTS**
- M USE OF TAXIS**
- N LOCATIONS AND TIMES USED FOR CHANGE CABS**
- O REDEPLOYMENT FROM DRIVING (SAFETY OF LINE INCIDENTS)**
- P SPECIAL LEAVE ARRANGEMENTS**

APPENDIX A

15X /170 DMUs PREPARATION TIMES NB all times only reflect prep of front and rear cab only(new NRN test times incl)

	(153)	15X	15X	15X	15X	15X	15X	15X
	1 Car	2 Car	3 Car	4 Car	5 Car	6 Car	7 Car	8 Car
Full Preparation	16 mins	16 mins	20 mins	23 mins	27 mins	30 mins	34 mins	37 mins
Including door test	19 mins	19 mins	24 mins	28 mins	33 mins	37 mins	42 mins	46 mins
	(153)	15X	15X	15X	15X	15X	15X	15X
	1 Car	2 Car	3 Car	4 Car	5 Car	6 Car	7 Car	8 Car
Above sole bar preparation	12 mins	13 mins	17 mins	20 mins	24 mins	27 mins	31 mins	34 mins
Including door test	16 mins	16 mins	20 mins	24 mins	29 mins	33 mins	38 mins	42 mins

323 EMUs

	3 Car	6 Car	9 Car	12 Car
Full Preparation	17 mins	23 mins	30 mins	37 mins
Including door test	22 mins	31 mins	41 mins	31 mins
	3 Car	6 Car	9 Car	12 Car
Above sole bar preparation	14 mins	20 mins	24 mins	28 mins
Including door test	19 mins	28 mins	35 mins	42 mins

Disposal Allowance	5 mins }	Up to 9 car	for all unit types	
	6 mins }	Over 9 car	for all unit types	
Reversing Procedure		3 minutes	}	Join Unit Previously Left (up to 2 hours) 5 minutes
Change Ends Procedure		5 minutes**	}	Change Cabs 4 minutes
Coupling/uncoupling of Units in Platforms		4 minutes		Leave Unit and Join Unit nil
Relieving and being relieved		nil		
Collect or Dispose CDU		walking allowance to collection and disposal point		

** The shorter time of 4 minutes to be used on a by exception basis when really needed (e.g. flexing by Railtrack or the only way to achieve a slot).

Note: Exclusive of any agreed movement allowance when taking unit to depot outlet signal

PNB SHORT BREAK, CAB ENVIRONMENT BREAK: FACILITIES

Break facilities are for the use of all Central Trains Limited staff and others with a contractual right, except where otherwise agreed.

1.1 PNB's

- Heating
- Lighting
- Adequate furniture for consuming food
- Handwashing (Access to)
- Toilet (Access to)
- Washing-up facilities
- Means of heating food (eg belling cooker or microwave)
- Access to drinking water and means of boiling water
- Ventilation (eg opening windows or extractor fan)
- Access to telephone (where practicable)

1.2 SHORT BREAK

- Heating
- Lighting
- Toilet (Access to)
- Handwashing facilities (Access to)
- Adequate furniture for consuming food
- Access to drinking water and means of boiling water
- Ventilation

1.3 CAB ENVIRONMENT BREAK

- Toilet (Access to, can be on the unit)
- Handwashing (Access to, can be on the unit)
- Shelter* (Heated and lighted; which may be shared with other staff, or be a locked room)

*Shelter is **not** the unit (*unless in a location to which the general public do not have access*), or passenger shelter.

In order for a location to be designated as a PNB or Short Break point agreement will be reached at DFC level on the facilities to be provided as per 1.1 and 1.2 above.

APPENDIX C

WALKING TIMES, TRAVELLING TIMES and DEPOT MOVEMENT ALLOWANCES

LOCATION		TIMES in [] to be validated
Nottingham BOP/PNB	to Platforms	4 minutes
	to Eastcroft Sidings	10 minutes
Lincoln BOP/PNB	to Platforms	3 minutes
Boston BOP/PNB	to Nottingham direction Platform	2 minutes
	to Skegness direction Platform	4 minutes
	to Stabling Sdgs	5 minutes
Cambridge BOP/PNB	to platforms	5 minutes
Cambridge BOP/PNB	to Coldham Lane LMD	20 minutes
Stansted Airport PNB	to platforms	3 minutes
Norwich BOP/PNB	to platforms	5 minutes
	to Jubilee sidings	5 minutes
Liverpool PNB	to platforms	7 minutes
Leicester PNB/BOP	to platforms	4 minutes
Leicester PNB/BOP	to carriage sidings	5 minutes
Derby PNB	to platforms	4 minutes
Nuneaton PNB	to platforms	4 minutes
Skegness PNB	to platforms	3 minutes
Spalding PNB	to platforms	2 minutes
Peterborough PNB	to platforms	5 minutes
Peterborough STN	to nene sdgs	20 minutes
Peterborough STN	to 2 way goods line	20 minutes
Aberystwyth PNB	to platforms	[2 minutes]
Shrewsbury BOP/PNB	to Platforms	5 minutes
	To Abbey Foregate Sdgs	[15 minutes]
Wolverhampton PNB	to Platforms	[3 minutes]
Stafford PNB	to Platforms	[5 minutes]
Chester PNB	to Platforms	[3 minutes]
Crewe PNB	to platforms	5 minutes
New Street BOP/PNB	to Platforms	5 minutes
	to service car/taxi drop off point	3 minutes
	to Moor Street platforms	10 minutes
	to Snow Hill platforms	15 minutes
New Street Platforms	to Snow Hill platforms	20 minutes
Newark north gate PNB	to platforms	3 minutes

WALKING TIMES, TRAVELLING TIMES and DEPOT MOVEMENT ALLOWANCES

LOCATION		TIMES in [] to be validated
Snow Hill Platforms	to Moor Street platforms	20 minutes
Snow Hill BOP	to platforms	4 minutes
Snow Hill PNB	to platforms	5 minutes
Warrington PNB	to platforms	[]
Worcester BOP/PNB	to Platforms	4 minutes
	to Worcester LMD (via shunters cabin)	9 minutes
	(reverse direction)	8 minutes
	to Worcester Foregate Street platforms	21 minutes
	(reverse direction-uphill)	25 minutes
Worcester Foregate St PNB	to platforms	[3 minutes]
	Platform to platform	[3 minutes]
Leamington BOP/PNB	to platforms	4 minutes
	to sidings	4 minutes
Stourbridge Jcn PNB	to platforms	3 minutes
Hereford PNB	to platforms	3 minutes
Tyseley Station	to Tyseley Down sidings	15 minutes
Tyseley Sdgs	(internal)	8 minutes
Soho Sdgs	(internal)	8 minutes
Tyseley SC drop off point	to Tyseley Down sidings	5 minutes

TRAVELLING TIMES (taxi/service car)

New Street drop off point	to Tyseley DS	15 minutes
	1900-0630 SX 2100-0630 SO	
/service car	all day Sunday	15 minutes
	all other times	25 minutes
New Street drop off point	to Soho LMD 1900-0630 SX 2100-0630 SO	15 minutes
/service car	all day Sunday	15 minutes
	all other times	25 minutes
New Street BOP	to Snow Hill Plats (via taxi/scar)	[20 minutes]
Worcester Shrub Hill	to Worcester F St.(via taxi)	[25 minutes]

[Also hours when taxi as against walking required for personal safety reasons]

DEPOT MOVEMENT ALLOWANCES (sidings to outlet signal)

Worcester LMD departing via Tunnel Junction outlet	2 minutes
Worcester LMD departing via Shrub Hill outlet	5 minutes
Soho LMD	[]
Tyseley LMD	[]

APPENDIX D

FINISHING LOCATIONS FOR END OF A TURN OF DUTY (in addition to the booking on point)

Depot or outbased Link	Location
New Street	New Street platforms or docks Road transport drop off point at station
Worcester	Worcester Shrub Hill station platforms Road Transport drop off point at station
Leamington	Leamington station platforms Road Transport drop off point at station
Snow Hill	Snow Hill station platforms Road Transport drop off point at station
Nottingham	Nottingham station platforms Road Transport drop off point at station
Lincoln	Lincoln station platforms Road Transport drop off point at station
Boston	Boston station platforms Road Transport drop off point at station
Cambridge	Cambridge station platforms/docks Road Transport drop off point at station
Norwich	Norwich station platforms Road transport drop off point at station/BOP
Shrewsbury	Shrewsbury station platforms Road transport drop off point at station/BOP
Coventry	Coventry station platforms Road transport drop off point at station/BOP
Leicester	Leicester station platforms Road transport drop off point at station/BOP
Wolverhampton	Wolverhampton station platforms Road transport drop off point at station/BOP
Crewe	Crewe station platforms Road transport drop off point at station/BOP

The same principles will apply to any new booking on point set up for Central Trains drivers.

DRIVER IN CHARGE – RESPONSIBILITIES

- i) Liaise with Control/Local Supervisory/Management staff re provision and movement of units.
- ii) Liaise with Roster Clerk and Staff Representative re Staff Rosters as necessary.
- iii) Allocate staff as available to cover work due to short notice sickness, absence etc, in the absence of Local Supervisory/Management staff or Roster Clerk.
- iv) Receive four weekly and weekly notices from Local Supervisory/Management staff or Roster Clerk and ensure staff signatures obtained provided. Ensure Notice Book is made out weekly and paybill number entered. Pass in-coming and out-going correspondence as required.
- v) Keep Notice Boards tidy and up to date. Notices removed to be passed in the Notice Record Books.
- vi) Receive late notices and exhibit same.
- vii) Fax daily appearance sheets to nominated locations are required.
- viii) Issue Emergency Stores as required.
- ix) Ensure drivers' book-on as required and bring any failures to the attention of the relevant resourcer.
- x) Other local duties by agreement.

Note: Some of these duties may be undertaken by other staff, all or some of the time. These will be identified by the Local Manager.

SHORE SUPPLY LOCATIONS

The normal priority for connecting/disconnection of shore supplies is:

- 1) If available, maintenance staff. If not available –
- 2) If available, shunting staff. If not available –
- 3) Drivers.

Shore supplies are available at the following locations, and those marked * would normally be connected/disconnected by drivers:

Machynlleth Depot	-	if fitters not available
Shrewsbury Depot	-	if shunters/cleaners not available
Leamington	-	*
Nottingham Stations		
Nottingham Eastcroft		
Lincoln Station	-	*
Boston Sidings	-	*
Tyseley		
Worcester Sidings		
Cambridge		
Norwich		
Skegness	-	* (no current diagram stabled)

Principle Agreed

Subject to consultation @ local level and reviewed at Company Council Level.

COUPLER BAGS FITTING/REMOVAL LOCATIONS

The normal priority for fitting/removing coupler bags as a winterisation activity initiated by control is:

- 1) If available, maintenance staff. If not available –
- 2) If available, shunting staff. If not available –
- 3) Drivers.

Bags need to be fitted wherever vehicles enter service, or train formations are split. Locations where bags would normally be fitted are listed below, and at those marked * would normally be fitted/removed by drivers:

Machynlleth Depot and Station	-	if fitters not available
Shrewsbury Depot	-	if shunters/cleaners not available
Shrewsbury Station	-	*
Leamington	-	*
Nottingham Station		
Nottingham Eastcroft		
Birmingham New Street		
Lincoln Station	-	if fitters not available
Boston Sidings	-	*
Tyseley		
Worcester Sidings		
Snow Hill	-	if fitters not available
Cambridge	-	*
Norwich		
Derby Station	-	*
Leicester Station	-	*
Soho Depot		
Sleaford	-	*

**LOCATIONS WHERE VOLUNTEER DRIVERS MAY ACT AS RESOURCE
SCHEDULER**

Volunteers would be selected by the relevant manager to a panel basis at:

Birmingham
Nottingham
Worcester
Shrewsbury
Crewe

Principle Agreed

To be arranged locally.

TRAINING APPEAL

If, following a negative assessment, it is considered necessary to discontinue driver training, an appeal against such a decision will be granted to the trainee.

The appellant shall write to the relevant Driver Manager stating the grounds for the appeal and whether he/she wishes to be accompanied at the appeal by a representative.

The appeal will be heard as soon as practicable and be heard in person before the appropriate company manager.

At such an appeal, the trainee may be accompanied if he/she so desires by a full time official of a Trade Union recognised by the company for negotiating purposes or by a fellow employee nominated by the appellant or by the full time Trade Union official.

Any information relevant to the appeal will be provided at the hearing.

The appellant shall be informed in writing of the outcome of the appeal.

Should the appeal be declined, every effort will be made to redeploy the trainee in a suitable post bearing in mind location and competency.

RATES OF PAY and ALLOWANCES applicable at 1st APRIL 2003.**1. RATES OF PAY**

Grade	Basic all Service Pensionable Salary	Forward Pensionable Addition	Total Pensionable Salary	Non Pensionable Addition	Total Salary
Trainee Driver	£16,986	NIL	£16,986	NIL	£16,986
Newly qualified Driver	£23,333	NIL	£23,333	NIL	£23,333
Driver	£13,420	£9,080	£31,110	NIL	£31,110

2. ALLOWANCES

- 2.1 Driver Instructor £1,726 per annum (paid 4 weekly) non-pensionable allowance.
- 2.2 Driver operation of Doors (DOD) £3.27p per turn
- 2.3 Private car mileage (on company business) £0.39p per mile
- 2.4 Driver Only Operation Passenger (no current instances on Central) £9.80p per turn

SICKNESS ARRANGEMENTS

1. Sick Pay Arrangements

- 1.1 Sick pay is not payable until 6 months employment has been completed.
- 1.2 Staff absent because of sickness are paid from the first day onwards of each absence subject to the following maximum periods of payment within each fixed year will carry on entitlements over fiscal year if sick.

Period of Service	Maximum Periods of Payment	
	Full basic rate (inclusive of SSP*)	Half basic rate (plus SSP*)
Six months but less than one year	6 weeks	6 weeks
One year but less than five years	16 weeks	16 weeks
Over five years	26 weeks	26 weeks

* SSP is for 28 weeks of continuous sickness.

Note: The full Terms and Conditions relating to incapacity for work due to sickness or injury are set out in the Appendix to the Contract or Employment.

- 1.3 ‘Full Basic Rate Benefit’ means benefit paid at a rate equal to the rate of the employee’s basic salary less National Insurance Benefit. No deduction will be made for National Insurance benefit in respect of the first three days of absence unless such benefit is payable, or becomes payable subsequently in respect of those days.
- 1.4 ‘Half Basic Rate Benefit’ means benefit paid at a rate equal to half the rate of the employee’s normal basic salary. The amount of ‘Half Basic Rate Benefit’ will be restricted to ensure that the total of such payment and National Insurance Benefit does not exceed the normal standard rate of pay.
- 1.5 ‘Service’ means all continuous service with Central Trains Limited or it’s predecessors including service in a Wages Grade.
- 1.6 For the purpose of these standard sick pay arrangements ‘normal basic salary’ is to be regarded as the current annual salary appertaining to the employee, including any elements analogous to basic salary which may be agreed from time to time.
- 1.7 When an employee is on half pay or nil pay, Central Trains Limited must be advised of what benefit an employee is receiving from the Benefits Agency.

2. National Insurance Entitlement

For the purpose of these arrangements:

- (a) married women who do not contribute to National Insurance will be deemed to be contributors.
- (b) widows will be treated as single persons; only the National Insurance Benefit actually receivable by a widow on her own behalf in respect of a period of absence is to be taken into account and National Insurance Widow's Pension is to be ignored in the calculation of sick pay.
- (c) any loss of National Insurance Sickness or Industrial Injuries Benefit arising from an employee's failure to claim full entitlement will not be made good by Central Trains Limited; if for any reason National Insurance Benefit at the level assumed is not received, Central Trains Limited reserves the right to determine the amount of National Insurance Benefit to be taken into account in assessing sick pay under these arrangements.

3. Calculation of Sick Pay Entitlement

- (a) The sick pay year will be the fiscal year April to April and the maximum period of entitlement within any calendar year will be that shown in Clause 1 according to eligibility provided that continuous periods of absence will be treated as though the whole had occurred in the year in which the absence commenced.
- (b) Central Trains Limited will give consideration to individual cases where absence from duty owing to illness extends beyond the periods of full and half pay entitlement and may, at their discretion, make additional payments in the light of all the circumstances of each case.

4. Medical Certificates and Sick Pay Status Certificates

- 1. Staff who are unable to attend for work because of sickness or injury must immediately advise their Supervisor/Manager in accordance with Rule A1.1. You should indicate, if possible, the likely length of your absence. For short spells daily contact with the Supervisor is expected, unless other arrangements are made.

You are required to complete the self certification claim form for **ALL** sickness absences. Failure to do so may result in loss of Company sick pay.

- 2(a) Where the absence is between 1 and 7 days inclusive of days not rostered for work, ie no duty days, Saturdays and Sundays, you required to complete the form/statement on the day you resume duty, regardless of whether you have an entitlement to payment under the Company sick pay scheme and/or to Statutory Sick Pay or have obtained a doctor's medical certificate.

- (b) Where the absence occurs on or during a Bank/Public Holiday you will only be paid Company sick pay and granted a day in lieu in respect thereof on production of a medical certificate signed by their doctor.
3. For absences extending **into the eighth day and beyond** you must complete the Company self certification claim form **and** see your doctor to obtain a medical certificate which must be completed and forwarded immediately to your local official, supervisor or manager. (A stamped envelope addressed to their local Social Security Benefits Office must also be included if you are claiming Sickness and Invalidity Benefit). Company Sick Pay will not be paid for the eighth and subsequent days of the absence unless you obtain a medical certificate.
4. The nature of the sickness/injury shown on the statement must be specific. It will not be acceptable for general terms e.g. 'Sickness', 'Accident', 'Virus' or 'Unwell' to be shown. If you are unwilling to show this information on the statement, the word 'Personal' may be used. In such circumstances, you will be subsequently seen by your local manager or supervisor and asked for an explanation, subject to an understanding of confidentiality. Employees will be given the opportunity to explain any personal medical problems to someone of the same gender if they wish.

The reason for the absence may be subject to enquiries and false information may result in disciplinary action

5. Staff with Broken Service

If service is broken due to redundancy and the break does not exceed three years, service will be treated as continuous for the purpose of these arrangements.

6. Part-Time Staff

Payment of sick pay to part-time staff will be on the same basis as set out in Clause 1 of these arrangements.

7. Maternity Leave

Pre-natal confinement and postnatal leave will not rank as sick pay.

8. Accidents or Injuries

In respect of absence due to accident or injury occurring either on or off duty, sick pay under these arrangements will be paid as a loan which will be repayable to Central Trains Limited in the event of the member of the staff involved in such occurrence recovering damages from a Third Party or Central Trains Limited or compensation from the Criminal Injuries Compensation Board or any other body set up for a similar purpose.

PROMOTION, TRANSFER AND REDUNDANCY ARRANGEMENTS

1. Role of Vacancy Review Group

- 1.1 Maintain register of lateral transfer registrations.
- 1.2 Arrange accommodation of medically restricted Drivers into alternative Driver positions
- 1.3 Consider moves at management request into alternative driving positions.
- 1.4 Consider requests for domestic hardship moves.
- 1.5 Effect mutual exchanges.
- 1.6 To meet a minimum of 4 times a year to determine Driver vacancies, to arrange lateral transfers and to fill consequential vacancies where necessary.

2. Promotion

- 2.1 Driver Vacancies will be filled in the following order.
 - 2.1.1 Surplus drivers redeployed
 - 2.1.2 Accommodation of medically restricted drivers and moves at management's/DFC request
 - 2.1.3 exceptional hardship cases
 - 2.1.4 lateral moves
 - 2.1.5 company vacancy list and /or external recruitment
- 2.2 Method for Recruiting Drivers Internally.
 - 2.2.1 Where a Driver vacancy is advertised on the company vacancy list any member of Central Trains staff may apply. A Central Trains application form must be completed and sent to the HR department.
 - 2.2.2 The training course commencement date will be advertised on the vacancy list. Payment at Trainee Driver rate will commence from that date (whether or not the course actually starts then).
 - 2.2.3 Applicants will be screened on the basis of medical standards contained in GSRT/3251.
 - 2.2.4 Screened applicants will be sent to an approved Traincrew Assessment Centre.
 - 2.2.5 Applicants must achieve Category 1 or 2 at the Traincrew Assessment centre to be considered suitable for Driver Training.

2.2.6 Applicants who receive a category 3 or 4 at the assessment centre will be unsuccessful. They will be allowed **only** one further Driver job application entry and re-test at assessment centre. The retest cannot be taken until 6 months after the initial test date.

2.2.7 Applicants will be appointed on suitability on the agreed criterion based interview carried out by the Service Delivery Manager.

Lateral Transfers.

Each Driver is entitled to one lateral transfer.

3. Registration of Lateral Transfer

Only one lateral transfer is allowed to be registered at any one time. A different transfer can only be registered after the original has been cancelled.

Registrations can be made to any Central Trains Driver depot during the following calendar months only each year.

November, February, May, August

In order to register a lateral transfer a 'lateral transfer form' (available from the Service Delivery Manager or HR) must be sent to the Service Delivery Manager at the Drivers existing depot.

These will be prioritized by date and time of receipt. The Service Delivery Manager will, within 3 days, acknowledge receipt to the Driver concerned.

The Service Delivery Manager will send a copy of the registration to the HR department.

3.1 Cancellation of Lateral Transfer.

Registrations may be cancelled during the following calendar months each year and will be acknowledged within 3 days:

December, March, June, September

Cancellation should be made on a 'lateral transfer form' to the Service Delivery Manager.

3.2 Confirmation of Lateral Transfer.

After each 3 monthly cycle of registrations and cancellations, i.e during **January, April, July and October** each year, the Vacancy Review Group will meet to confirm which lateral transfers can take place. When lateral transfers are affected, the Driver will be advised in writing. The date of movement to the new depot will normally be 4 weeks after the Monday following the Vacancy Review Group meeting. In exceptional circumstances another date may be agreed.

4. Mutual Exchanges

- 4.1 Mutual exchanges are only permissible between employees of the same grade and on compassionate grounds. For link purposes only both drivers will take the seniority date of the junior driver.
- 4.2 Drivers wishing to carry out a mutual exchange should write to their Service Delivery Manager in the first instance who will forward papers to the Vacancy Review Group for a decision on the whether the mutual exchange will be permitted. The Service Delivery Manager will acknowledge receipt within 3 days and send a copy to the HR department.

5. Redundancy Arrangements

Note the following arrangements apply when all other economic options e.g. transfers of work are exhausted.

Redundancy Declaration

Following a revised depot establishment being determined, as a result of which there is a surplus of drivers, the following redundancy arrangements may be invoked, the application of which will be agreed at Functional Council level.

5.1 Staff affected

The most junior driver(s) is (are) those to be dealt with by these arrangements.

Note:

Juniority is determined by (1) date entered the
(a) footplate line of promotion
(b) grade of driver for those becoming Drivers on or after 24/11/96

and if necessary by (2) date entered company employment.
(3) age (youngest person)

5.2 Jobs Offered

- The driver(s) affected will be offered a post in settlement of their displacement in accordance with the priorities described below.
- Where more than one vacancy exists in a category, all such available jobs will be offered to surplus staff in seniority order.
- Jobs will be offered in the following order:

5.2.1 Driving

- a. Where vacancies exist: same grade [travel to work area]
- b. Where vacancies exist: same grade [relocation area]
- c. Where no vacancies exist: home depot volunteers sought (for redundancy purposes)
- d. Where no vacancies exist: other depot volunteers sought [relocation area] (for redundancy purposes)
- e. Job share option: redeployment on other work whilst retaining driver competency.

5.2.2 Other Work

- a. Other grades [travel to work area]
- b. Other grades [relocation area]

5.2.3 Any other variants will be jointly considered to ease the redundancy situation.

5.3 “Suitable alternative work”

5.3.1 Should a post be refused by the employee on the grounds that it is not suitable alternative work in terms of the Employment Rights Act 1996, the employee will be discharged with contractual redundancy pay. See notes for guidance for a definition of “suitable alternative work”.

5.3.2 Should post be suitable and be refused the employee will be discharged without contractual redundancy pay.

5.4 Volunteers to assist

5.4.1 Should there be no vacancies in the driving grade – volunteers from the home depot will be sought.

- 5.4.2 If there are no volunteers from the home depot and the redundant employee has indicated a willingness to relocate – volunteers will be sought from other depots and the redundant employee will then relocate.
- 5.4.3 If there are more volunteers than the number required then this will be determined by seniority.

5.5 Payments to assist in cases of redundancy

5.5.1 Relocation

In cases where relocation is needed a relocation payment will be made: one half when the employees has indicated their willingness to move, and a vacancy has been identified; the second half will be paid on evidence of the property transaction having been completed

5.5.2 Rental

In cases where an individual chooses to rent/lease a property: a payment will be made, on evidence of the rental/lease having been undertaken.

5.5.3 Fees

Fees will be reimbursed in either case (2.5.1 and 2.5.2) for solicitors, estate agents and household removals, subject to a stated limit.

5.5.4 Daily Travel by Road

In cases where the individual chooses to travel to the new location which will only be with the agreement of the Vacancy Review Group the following payments will be made:

1. a flat rate payment
2. a sum calculated on the basis of £x per additional mile traveled by the individual from home to new work location.

5.5.5 Lodging Expenses

Authorised lodging expenses will be reimbursed normally for a period of up to 12 months in cases where individuals are seeking properties for relocation or rental as a result of redundancy.

See Appendix J for the payment levels currently in force.

5.5.6 Travel Facilities

A free ticket will be issued valid on Central Trains Limited services only, to members of staff traveling from/to their new work location to/from the station from which they currently travel to work.

5.6 Restoration to grade

Any driver allocated to another grade through redundancy will be allocated the first driving job that becomes available at his/her depot or to which he can travel without relocation. If more than one driver is so affected, restoration will be on the basis of seniority.

5.7 Recall after discharge

Any driver discharged from the Company under the redundancy arrangements will be considered for recall up to a period of 18 months following the date of discharge.

5.8 Salary

5.8.1 The existing basic rate of pay will be retained on redundancy resettlement to a post in the same grade.

5.8.2 When a surplus driver takes up a post holding a lower basic rate of pay, the rate of pay will be that of the Driver forward pensionable salary.

5.9 “Suitable alternative work”: as defined in Employment Rights Act 1996

For the purpose of the relevant provisions of the Employment Rights Act 1996, and in particular the provisions relating to alternative work, the following Notes for Guidance apply.

5.9.1 As indicated in the Guide to the Redundancy Payments Scheme, factors which may be taken into account in determining what constitutes an offer of suitable alternative work in relation to the employee concerned are the skills of the employee, the nature of the previous work, the earnings in the new job compared with previous work, the earnings in the new job compared with previous earnings and, where the new job is in a different place, the difficulties which the transfer might cause.

5.9.2 In determining whether the alternative employment offered is suitable in relation to the employee concerned, the offer should have regard to the skill, knowledge and experience of the grade in which the employee was previously employed, but consideration should also be given to the practicability of training the employee for work in other grades. The age of the employee will also be taken into account as will the hours of work compared with those in the employee's present post. Where it is evident that

an employee's promotional prospects will be affected by the proposed offer, this will be regarded as a good reason for the employee to decline the alternative job offered.

- 5.9.3. The comparative level of remuneration attached to the post offered for a normal week's work (i.e. excluding overtime and Sunday duty) will be a relevant factor. If the earnings attached to the alternative post offered calculated in accordance with the relevant provisions of the Employment Rights Act 1996 are materially below those of the employee's present post, the employee may, with good reason, decline the offer.
- 5.9.4 The alternative work offered should be within reasonable distance of the employee's place of residence, having regard to the availability of transport and hours of work – see Clause 5.9.5. Where additional expense arises in traveling to the alternative work, the redundancy compensation arrangements apply.
- 5.9.5. For the purpose of determining what constitutes an offer of suitable alternative work:
 - 5.9.5.1 the post must be one which would not involve an increase in the employee's present daily traveling time by an average of more than half an hour in each direction by road if the train service is not suitable, provided that the total daily traveling time between the employee's home and the new place of work does not average more than approximately an hour in each direction.
 - 5.9.5.2 in cases where an employee already incurs traveling time in excess of an average of approximately an hour (or 30 miles) in each direction, a reasonable offer would be one which would not involve in any significant travel in excess of that already incurred.

5.10 Periods of Notice in cases of redundancy

5 years or more	= 16 weeks
4 years but less than 5 years	= 12 weeks
2 years but less than 4 years	= 8 weeks
Less than 2 years	= 4 weeks

6. Financial Arrangements

6.1 Financial assistance is **not** available to staff requiring to travel or relocate to take up a new position except for those moving under redundancy, or as a result of medical restriction.

6.2 Redundancy and Relocation Financial Assistance Payments.

6.2.1 Relocation lump sum.

£6,440 on transfer to vacancy
a further £6,440 on completion of house purchase.

Or £8,021 on transfer to a rented property.

6.2.2 Reimbursement of fees, solicitors, estate agents, household
Removals up to £5,322 (taxable)

6.2.3 There are no differential rates according to marital status.

6.2.4 The expense of lodging at a suitably agreed establishment, pending
relocation will be reimbursed

6.2.5 Travel

A lump sum payment of £3,649

Plus an additional lump sum of £86 **per additional** mile distance from home
to new work location. Paid as a one off lump sum on taking up the new post.

Additionally should the individual opt to use rail travel to get to the new
home station, a free residential rail pass will be issued to cover both the
existing travel to work rail journey and any additional rail mileage incurred.
This provision will last until the next promotion or return to the original
home station. Rail passes will be issued for use on Central Trains Limited
services only.

6.2.6 Inland Revenue Taxation Rules

The total relocation package is subject to Inland Revenue Taxation Rules
This will vary from time to time as determined by the Inland Revenue.

6.2.7 Indexation of payments

The above amounts are at 01/07/2004 price levels.

These will be adjusted annually on 1st July each year, based on RPI for 12 months prior to 31st March each year, rounded arithmetically to the nearest penny.

6.2.7 Staff in receipt of Redundancy Travel/Relocation Payments prior to 23/11/96

All of these have now 'timed out' with the exception of the mileage payment which *is* 33p per mile.

USE OF TAXIS

In the event of it becoming necessary to work at a location other than your home depot and where travel by rail to do so is not practical. You may be required to travel by taxi. The cost of the taxi fare will be borne by the company and the journey will be in the company's time. Only National Express Group approved plated taxi companies which have been risk assessed will be used.

This appendix will be jointly reviewed for any emerging problems in accordance with paragraph 4 of the foreword of this agreement.

APPENDIX N

LOCATIONS AND TIMES USED FOR CHANGE CABS

Shrewsbury station	4 minutes
Machynlleth station	4 minutes
Peterborough station	4 minutes
Ely station	4 minutes
Cambrian coast passing loops	2 minutes

New locations will be measured on a “takes what it takes” basis to the nearest minute.

REDEPLOYMENT FROM DRIVING (SAFETY OF THE LINE INCIDENTS)

When a driver is no longer competent to drive trains due to a safety of the line incident and is redeployed to another role, he/she will receive immediately the salary for the new position.

Where the new position is less than the driver's salary, he/she will receive a salary supplement of two-thirds of the salary difference for the first 12 month's and one-third of the salary difference for the second 12 month's. Thereafter the salary supplement will cease to be paid and the employee concerned will continue to receive the salary commensurate with the grade he/she was redeployed to.

This supplement will be paid on a four-weekly basis.