

ANNUAL LEAVE

PERIOD DURING WHICH ANNUAL LEAVE CAN BE TAKEN
(R.S.C. Min 814, 10/6/54) (R.S.C. Misc.Min 3, 21/12/54) (R.S.N.C. 797.
28/4/80)

Two weeks of the Annual Leave to be rostered by local agreement as at present but the period of the rosters not to exceed a period of 26 weeks from the third Monday in April in any year which is the commencement of a fortnightly roster period at the depot concerned. Where (at the request of the staff) by local arrangement the overall annual leave period can be reduced consistent with traffic requirements and without additional cost, no objection will be raised by Regional Headquarters who are to be approached if it is contended that this facility is being unreasonably withheld.

The balance will be taken outside peak period by local agreement. Regard will be paid to circumstances where economy can be demonstrated, including provision for rostered leave to be taken by local agreement, during the Christmas and New Year holiday period.

ON LEAVING THE SERVICE:

ON REACHING NORMAL RETIREMENT AGE (B.R.B. Letter
27/3/79)

If the period between 1st January and the retirement date does not permit all the leave to which entitled being granted before retirement, payment is to be made in respect of the outstanding days.

Staff leaving the service (other than staff discharged due to redundancy) without giving the required week's notice to terminate their employment are not to be granted annual leave under these arrangements.

Staff discharged due to redundancy or who leave before their notice of discharge terminates and are eligible for Resettlement payments, provided they have been employed continuously for not less than 12 months immediately prior to leaving the service are to be granted 24 days leave in the calendar year in which they leave the service. The leave may be met by granting paid leave for all or some of the days prior to the date of discharge or, if so desired, by payment in lieu of such leave not taken.

PAYMENT TO DEPENDANTS IN LIEU OF LEAVE NOT TAKEN –
DECEASED STAFF (R.S.J.C.G. 144 20/3/70)

Payments should be made to dependants of deceased members of the staff in lieu of leave not taken on the following basis:-

WIDOWS OF DECEASED EMPLOYEES:

Payment to be made in all cases, provided the widow is in fact the legal 'next of kin'.

WIDOWERS OF DECEASED FEMALE STAFF

Payment to be made only in those cases where the husband is entirely dependant upon his wife for financial support.

OTHER DEPENDANTS

Payment to be made to the legal 'next of kin' provided the individual is entirely dependant on the deceased employee.

POSTING OF ANNUAL LEAVE ROSTERS (R.S.J.C. MIN.G.154.30/6/71)

In general, annual leave rosters should be posted by 31 October each year with proviso that I.D.C.'S L.L.C.'s and Staff Representatives should be allowed to retain their present practices where this is mutually desirable.

PAYMENTS TO RELIEF DRIVER'S ASSISTANT AND RELIEF DRIVERS. (B.R.B Letter, 4/12/69)

A Relief Driver's Assistant or a Relief Driver should be paid at the rate for the appropriate higher Footplate Grade during annual leave, provided during the previous 12 months he has worked 50 turns in the higher grade.

ANNUAL LEAVE FOLLOWING SICKNESS (R.S.C. Misc. 11/8/64) (B.R.B. Letter 10/9/68)

- (a) If a man resumes duty before 31st October in the year in which he should take his annual leave, the leave for which he has qualified to be granted as soon as possible after he has resumed duty
- (b) In the case of a man who does not resume duty before 31st October in the year in which should take his annual leave:
 - (i) If he is sick after 1st April and he resumes duty before 31st March of the following year, his annual leave may be carried forward on the understanding that it is taken

before the commencement of the annual holiday period for the next year.

- (ii) All other cases to be considered on merits when duty is resumed and the leave carried forward to the following year in cases where this course appears to be reasonable.

ON LEAVING THE SERVICE

- (a) ON REACHING NORMAL RETIREMENT AGE (B.R.B. Letter, 27/3/79) (R.S.J.C. G224)

Salaried and Conciliation staff leaving the service on reaching normal retirement ages on or after 1st January 1979 are to receive in the year of retirement full annual leave entitlement, but if the period between 1st January and the retirement date does not permit all the leave to which entitled being granted before retirement payment is to be made in respect of the outstanding days.

This arrangement also applies;

- (i) To staff who, by virtue of former Companies practice had entitlement to retire on attaining age 60 on or between 60 and 65 years of age.
- (ii) Staff in the Salaried & Wages Grades who leave the service on grounds of ill-health with benefits under the terms of the Ill-Health Severance Arrangements will receive in the year of leaving the service annual leave on a similar basis as applies to Staff retired on reaching normal retirement age. Where contractual notice is given the annual leave will be regarded as within that period of notice and in cases where contractual notice is not given a payment in lieu will be made for the period of annual leave concerned.

- (b) BEFORE REACHING NORMAL RETIREMENT AGE

Conciliation staff leaving the service (except for disciplinary reasons), provided they had been continuously employed for not less than 12 months prior to leaving, shall be granted leave during the calendar year they leave the service on the basis set out. (see table 1)

- (a) In respect of the number of months of service calculated from the date in the preceding year coinciding with that on which they entered the service, leave is to be calculated in accordance with the table.
- (b) In the case of staff with less than 10 years' service and who were granted leave during the first year of service under the

arrangements set out in R.S.C.,N.U.R. AND A.S.L.E.& F. Min.No.558-707/5/5/48(or as subsequently amended) the number of days so granted is to be deducted from the entitlement calculated under (a) above.

- (c) In no case is a man to be granted more than the annual leave entitlement in the calendar year in which he leaves the service.
- (d) Staff leaving the service who give the required week's notice to terminate their employment are to be given in that weeks such leave with pay as they may be entitled to receive under the provisions of (a), (b) and (c) above.
- (e) Staff leaving the service (other than staff discharged owing to redundancy) without giving the required week's notice to terminate their employment are not to be granted annual leave under these arrangements.
- (f) Staff discharged owing to redundancy or who leave before their notice of discharge terminate and are eligible for Resettlement payments, provided they have been employed continuously for not less than 12 months immediately prior to leave the service are to be granted three weeks and four days leave or four weeks and two day's leave, as appropriate, in accordance with the entitlement, in the calendar year in which they leave the service. The leave may be met by granting paid leave for all or some of the days prior to the date of the man's discharge or, if he so desires, by payment in lieu of such leave not taken.

MEN STAFF WORKING TEMPORARILY VICE SUPERVISORY HIGHER GRADE STAFF (Memo, 2nd March 1921)

In cases where a man works vice a supervisor member of staff works in a higher grade post for a period in excess of six months, he they should be allowed the appropriate holidays of the higher grade.

PAYMENT (R.S.J.C. G.215. 19/6/74)

Payment will be made during annual leave on the basis of the current weekly rate of basic pay plus 40% of the difference between average weekly basic pay and average weekly earnings during the preceding fiscal year.

Average Earnings in cases where men are absent from duty shall be determined pro rate to the periods actually worked. However, in the event

of a man having been off sick for any material period, it will be up to the individual concerned to draw attention to the position to enable the adjustment to be made.

ANNUAL LEAVE - ASSAULT

SYSTEM OF PAYMENT (R.S.C. 1946) (B.R.B. Letter 30/4/70)

The following is the general arrangement:

Weekly paid staff who take their annual leave in two consecutive weeks to be paid on the following basis at the time they take their holidays:

- (1) On the Friday before the annual leave commences –
 - (a) The wages due to them in respect of the previous week, and
 - (b) One week's pay in respect of the first week of the annual leave, less normal authority deductions.
- (2) On resuming duty on the Monday following annual leave – the wages in respect of the week previous to commencing annual leave.
- (3) On the Friday of the week in which they resume duty following annual leave – one week's pay in respect of the second week of the annual leave less normal authorised deductions.

In cases where prior to the extension of holidays arrangements were in operation for staff taking one week's leave to be paid their wages in advance when taking their holidays, such arrangements should not be disturbed where holidays are taken in separate weeks. In cases where the holidays are taken in consecutive weeks the arrangements set out above will apply.

Staff with two or more years' service who take their additional leave prior to and consecutive with their two weeks' annual leave will be paid on the normal pay day immediately prior to the leave, the normal wages due on that day plus two weeks' holiday pay in advance.

Staff who are paid under the National Payroll System will be given the facility of the option of taking one or two weeks' holiday pay in advance of two weeks' annual leave.

FOOTPLATE STAFF "PUT BACK" AND UNAPPOINTED (Minutes 59. 30/11/27 & 575. 18/8/48)

Put Back Drivers, Relief Drivers, Drivers' Assistants and Relief Drivers' Assistants should, when on annual holidays, be paid at the rate for the

preponderating work upon which they have been employed during the previous 12 months.

PAYMENT TO DEPENDANTS IN LIEU OF LEAVE NOT TAKEN – DECEASED STAFF (R.S.J.C.G. 144. 20/3/70)

Payments should be made to dependants of deceased members of the staff in lieu of leave not taken on the following basis:

WIDOWS OF DECEASED EMPLOYEES

Payment to be made in all cases, provided the widow is in fact the legal 'next of kin'.

WIDOWERS OF DECEASED FEMALE STAFF

Payment to be made only in those cases where the husband is entirely dependent upon his wife for financial support.

OTHER DEPENDANTS

Payment to be made to the legal 'next of kin' provided the individual is entirely dependent of the deceased employee.

ASSAULT IN THE COURSE OF RAILWAY EMPLOYMENT

Payments will be made in line with the Chain of Care and Support arrangements (C.O.C.A.S.) i.e. Staff will not be regarded as being off work sick and payment will be made for basic salary and any rostered Sundays and subject to conditions that:-

(a) Payments are made on condition that if the absence from duty lasts for longer than four weeks the employee will claim damages from the assailant or compensation from the Criminal Injuries Compensation Board.

(b) Payments will be made as a loan which will be repayable to the Company to the extent of any element for loss of earnings included in an award of damages or of compensation from the Criminal Injuries Compensation board or any other body set-up for a similar purpose.

B.R.B. Letter 21/9/73:

“In the case of staff returning to work following absence due to assault, and who could suffer loss of earnings, the pre-assault level of salary inclusive of rostered Sunday earnings to be paid for a period of three years, and the retention of pre-assault salary scale indefinitely.”

(c) Staff required to attend court to act as witnesses at judicial proceedings on behalf of the Company to receive standard pay plus

payment of any overtime which would otherwise have been worked. This will also apply to staff assaulted on duty and who prosecute of their own volition their assailants in the criminal courts.

B.R.B. Letter 23/5/79:

The Board Company will reimburse any Solicitors' fees which might be incurred by employees arising from personal assaults against them which have occurred whilst on duty.

Payments will be subject to conditions that:-

- (a) For the first two weeks of absence, staff will be paid on the basis of average earning calculated over a representative period of eight weeks immediately prior to the accident with the addition of Statutory Sick Pay.
- (b) During any continue absence up the expiry of Statutory Sick Pay entitlement, payment will be made at a rate which will build up Statutory Sick Pay to the same level as average earnings calculated as in paragraph (a).
- (c) During any subsequent continued absence up to 26 weeks, payment will be made at a rate which will build up the tax free National Insurance Sickness Benefits to the same level as average earning calculated as in paragraph (a).
- (d) The arrangements will be subject to review in those cases where absence from duty exceeds 26 weeks.
- (e) Payments made under these arrangements will not count against an individual's qualification under the preceding clauses of the arrangements.
- (f) Payments are made on condition that if the absence from duty lasts for longer than four weeks the employee will claim damages from the assailant or compensation from the Criminal Injuries Compensation Board.
- (g) Payments will be made as a loan which will be repayable to British Rail to the extent of any element for loss of earnings included in an award of damages or of compensation from the Criminal Injuries Compensation Board or any other body set up for a similar purpose.

B.R.B. Letter 21/9/73: In the case of men returning duty following absence due to assault, and who could suffer loss of earnings, the pre-assault level of average earnings to be paid for a period of three years, and the retention of pre-assault rate of pay indefinitely.

- (1) Staff required to attend court to act as witnesses at judicial proceedings on behalf of the Board provided they are not attending court as a customary part of their normal duties, eg Ticket Inspectors- To receive standard pay plus average bonus earnings for a representative period where applicable and payment of enhancement for night duty, mileage and any overtime which would otherwise have been worked.
- (2) Staff assaulted on duty and who prosecute of their own volition their assailants in the criminal courts- To receive standard pay plus average bonus earnings for a representative period where applicable and payment of enhancement for night duty, mileage and any overtime which would otherwise have been worked.

(B.R.B. Letter 23/5/79) British Railways Board The Company will reimburse any Solicitors' fees which might be incurred by employees arising from personal assaults against them which have occurred whilst on duty.

BANK HOLIDAYS (R.S.S.C. Min 385, 19/1/56) (R.S.N.T. Dec 56)
 (B.R.B. Letter, 17/5/78) (G.214, 19/6/74) (G.230. 26/3/75)
 (R.S.N.C.738.27/3/79) (R.S.C. Letter. 15/8/58)

The following Bank and Public Holiday Arrangements to apply to Conciliation staff:

<i>Bank or Public Holiday</i>	<i>Payment for Work performed</i>	<i>Leave in lieu of Work performed</i>
Christmas Eve	After 18.00 Time & Half (England)	
Christmas Day Boxing Day And related days In Scotland	Time & half (Scotland) Double Time	One day's leave
New Year's Eve	After 18.00 Time & half (Scotland)	
Good Friday	Guaranteed day's pay Plus three-quarters time Extra on time worked	One days' leave With pay at ordinary rate
Easter Monday	Guaranteed day's pay	One day's leave

Spring Bank Holiday May Day Bank Holiday August Bank Holiday New Year's Day	plus Three-quarters time extra on time	with pay at ordinary rate.
Day before Christmas Day Or Day following Boxing Day Day before or following Easter	Ordinary time	One day's leave with pay at ordinary rate

BANK HOLIDAYS

Two additional days ranking as Bank and Public Holidays are attached to the Christmas and Easter Holidays respectively. They do not qualify for enhanced payment for the time worked. Staff will be entitled to compensatory leave in respect of any occasion when part of the allocation of the two days additional to Bank and Public Holidays coincides either with rostered rest day, or with a Saturday when he or she would ordinarily be off duty. Payment for work performed on Christmas Day in Scotland should be made at the rate of standard day's pay plus three-quarters time extra on time worked.

Staff rostered for a Bank or Public Holiday turn which is subsequently cancelled shall be paid a day's pay at ordinary rate, in addition to their normal payment for the day, provided the period of notice of cancellation prior to the Bank or Public Holiday booking on time is:

- (a) less than 24 hours in the case of a Bank Holiday other than a Monday, or
- (b) less than 48 hours in the case of a Bank Holiday Monday.

NOTE. Comparable arrangements to apply in respect of Scottish Holidays.

When 26th December (England and Wales) and 2nd January (Scotland) fall on a Sunday, they will be treated the same way as the substitute days, viz payment at double time and a day's leave in lieu for work performed on these days.

The enhanced payments for Bank and Public Holidays are to be regarded as including any payments for night duty.

Lieu days to staff who work Christmas Day or Boxing Day are to be granted before the end of the succeeding year on a day or days mutually convenient to the Management and to the Staff.

Lieu days in respect of Bank and Public Holidays (other than Christmas Day or Boxing Day) to be agreed locally but in no such case is the period to be extended beyond the Bank Holiday in the succeeding year corresponding to the Bank Holiday on which the man was required to work.

**CHRISTMAS DAY, BOXING DAY OR NEW YEAR'S DAY
FALLING ON A SATURDAY (R.S.N.T. (Ch) Decision 66. 20/2/57)
(B.R.B. Letter, 4/8/81) (R.S.C. Region Letter, 5/2/65)**

In cases where Christmas Day or Boxing Day (New Year's Day and equivalent in Scotland), fall on a Saturday and substitute days(s) are named by the Board of Company or the Government, the substitute day(s) will count as the Bank Holiday for the purpose of operating this agreement (i.e. where a rest day falling within the ordinary working week coincides with one of these substitute days and is not worked, a day's leave in lieu will be granted). In addition, as a special arrangement, in view of the significance of Christmas Day itself, when Christmas Day falls on a Saturday (New Year's Day in Scotland) and a substitute day is named by the Board or the Government, the provisions of this Agreement will apply to both Christmas Day and the substitute day and this special arrangement will be extended to staff on regular Monday to Friday rosters who have a fixed free day on Saturdays. The day's lieu leave granted in respect of Christmas Day on a Saturday, to be taken at Management's discretion in association with the Christmas Holiday period.

**CHRISTMAS DAY, BOXING DAY OR NEW YEAR'S DAY
FALLING ON A SUNDAY (R.S.N.C. 9/10/79) (R.S.J.C. Min G 9
17/7/57)**

Salaried staff who are rostered for a turn of duty on Christmas Day, Boxing Day or New Year's Day (Christmas Day, 1st and 2nd January in Scotland) when those specific days fall on a Sunday, and who are not required to work, are to receive payment for 8 hours at ordinary rate where the Sunday turn is cancelled within 14 days of the turn (this period to include the day of the turn).

When Christmas day falls on a Sunday and the 27th December is declared a Bank Holiday, a day's leave would be granted in lieu of work performed on 27th December in addition to the existing provision for a day's leave in lieu of work performed on Christmas Day and Boxing Day;

corresponding arrangements to be applicable in respect of the New Year Holiday in Scotland.

CHRISTMAS DAY, BOXING DAY OR NEW YEARS DAY FALLING ON A SATURDAY OR SUNDAY

In cases where Christmas Day, Boxing Day and/or New Years Day falls on a Saturday or Sunday a substitute day(s) will be named. The substitute day(s) will count as the Bank Holiday for the purpose of operating this agreement (i.e. where a rest day falling within the ordinary working week coincides with one of these substitute days and is not worked, a day's leave in lieu will be granted). When Christmas Day, Boxing Day or New Years Day falls on a Saturday or Sunday, the provisions of this agreement will apply to both Christmas Day, Boxing Day and/or New Years Day and the substitute day.

Staff who are rostered for a turn of duty on Christmas Day, Boxing Day or New Years Day, when those specific days fall on a Sunday, and who are not required to work, are to receive payment for rostered hours at ordinary rate, where the Sunday turn is cancelled within 14 days of the Sunday (this period to include the day of the turn).

BANK HOLIDAY INCLUDED IN ANNUAL HOLIDAY PERIOD

When a period of annual leave includes any of the recognised Bank or Public Holidays an additional days leave to be granted in lieu of each Bank and public Holiday so included.

STAFF ABSENT ON BANK AND PUBLIC HOLIDAYS

Staff who are not available for duty on account of sickness shall, if absent sick on a Bank or Public Holiday, or Bank or Public Holiday period, be granted a days leave in lieu in respect of each such days entitlement they were unable to benefit from provided the day or days in question are covered by a medical certificate.

BANK AND PUBLIC HOLIDAY ROSTERS

A Bank Holiday Roster will be posted 7 days prior to the Holiday concerned, with the exception of Christmas and Boxing day, which will be posted 14 days prior to the Holiday.

WHEN FIXED FREE DAY FALLS ON A SATURDAY COINCIDING WITH CHRISTMAS DAY 25 DECEMBER (OR NEW YEAR'S DAY, 1 JANUARY, IN SCOTLAND)

In cases where Christmas Day or Boxing Day falls on a Saturday (New Year's Day and equivalent in Scotland) and substitute day(s) are named by the Board or the Government, the substitute day(s) will count as the Bank Holiday for the purpose of operating this agreement (i.e. where a rest day falling within the ordinary working week coincides with one of these substitute days and is not worked, a day's leave in lieu will be granted). When Christmas Day falls on a Saturday (New Year's Day in Scotland) and a substitute day is named by the Board or the Government, the provisions of the Agreement will apply to both Christmas Day and the substitute day and this arrangement will be extended to staff on regular Monday to Friday rosters who have a fixed free day on Saturdays. The day's lieu leave granted in respect of Christmas Day on a Saturday, to be taken at the Management's discretion, in association with the Christmas Holiday period.

BANK HOLIDAY INCLUDED INCLUDED IN ANNUAL HOLIDAY PERIOD (R.S.C. 23/12/46)

In cases where the period of a man's member of staff's annual leave includes any of the 10 recognised Bank or Public Holidays an additional day's leave to be granted in lieu of each Bank Holiday so included.

STAFF ABSENT SICK ON BANK AND PUBLIC HOLIDAYS (R.S.N.C.662)

Staff who are not available for duty on account of sickness shall, if absent on sick on a Bank or Public Holiday, or during a Bank or Public Holiday period, be granted a day's leave in lieu in respect of each such day's entitlement they were unable to benefit from provided the day or days in question are covered by a medical certificate.

ADDITIONAL TURN OF DUTY- WEEK IN WHICH A BANK HOLIDAY FALLS (R.S.C. Min 713 24/9/51)

Where a man in a Conciliation grade who would normally be rostered to work but is released from duty and paid for the day because it is a Bank Holiday, works in the week including the Bank Holiday, the number of week-day turns constituting his normal weeks, the last week-day turn is to

be treated as the additional turn and paid accordingly on the understanding that a Trainman will not be entitled to payment at the overtime rate on the additional turn until he has worked the number of hours constituting his normal week's work at ordinary rate, including eight hours credited in respect of the Bank Holiday.

This arrangement applies only to men who are definitely booked off with pay on a Bank Holiday and does not vary the existing provision under which, so long as a man is paid for the normal number of working days in the week, even though the number of turns is worked in less than the normal number of working days in the week, no payment is due under the Guaranteed Week Agreement in respect of any day on which he is not required to work.

For the purpose of applying the above arrangements turns of duty worked on 'rest days' and all time worked on such turns are to be entirely disregarded.

TRAINMEN ROSTERED TO WORK FIVE TURNS OF DUTY EXCLUDING THE DAY ON WHICH A BANK HOLIDAY OCCURS (R.S.J. Min 134 15/5/57) (R.S.J.C. Min L92 1/5/58)

Men rostered to perform five turns of duty (excluding Bank or Public Holidays) during a week in which the Bank or Public Holiday occurs to be granted a day's leave with pay in lieu of the Bank or Public Holiday concerned on the understanding that the fifth turn would not be regarded as an additional turn. This arrangement would also apply to men on contract mileage who are not required to work on the day on which a Bank Holiday falls. This arrangement is separate and distinct from that contained in R.S.C. and N.U.R. and A.S.L.E. & F. Min No. 713 24/9/51, which applies only in the case of a man not normally rostered to perform five turns of duty (excluding the Bank or Public Holiday) during a week in which a Bank or Public Holiday occurs.

BANK AND PUBLIC HOLIDAY ROSTERS (R.S.N.C. Min 589 9/8.76)

A Bank Holiday Roster will be posted seven days prior to the Holidays concerned.

BOOKING ON AND OFF POINTS

BANK AND PUBLIC HOLIDAYS – PAYMENT TO RELIEF DRIVERS AND RELIEF DRIVERS'S ASSISTANTS. (R.S.J.C. Min 1. 169, 20/4/60) (R.S.C. Meeting. 28/2/62) (B.R.B. Letter, 4/12/69)

Relief drivers and Relief Drivers's Assistants who have performed 50 or more Higher Grade turns in the preceeding 12 months, and who are not required for duty on one of the 10 statutory Bank or Public Holidays shall be paid at the rate of the Higher Grade in respect of the Bank or Public Holiday concerned. Similar arrangements to apply in respect of lieu leave for work performed on any one of the 10 Bank or Public Holidays.

BOOKING ON AND OFF POINTS- FOOTPLATE STAFF

(R.S.J.C. Min 1.447, 22/4/70)

Replace with Satellite Link Agreement?

Where it is desired by the management to set up a booking on and off point more than one mile away from a Motive Power Depot (Promotional Point), an allowance based on 50% of the travelling time, payable at ordinary rate, will be paid to staff booking on and/or off at the booking on and off point, subject to the following conditions:

- (1) The travelling time shall be based on the shortest reasonable route between the depot and the booking on and off point and shall take into account public transport facilities available.
- (2) The extra time shall be outside the diagrammed time.
- (3) These arrangements will not apply where the closing of a depot involves the reallocation of staff to another depot but who continue regularly to book on and off at a point less than one mile from their former depot, nor to cases which merely involve the transfer of a promotional point from one location to another.

DIESEL AND ELECTRIC MANNING AGREEMENT

(B.R.B. Meeting, 13/10/70)

SCRUTINY OF SINGLE MANNED DIAGRAMS (Min. L574)

- (1) Permanent diagrams will continue to be produced for all Timetabled trains. These will be kept up to date to accord with timetable changes. Subject to (3) below all special trains will be covered by diagrams issued by recognised diagramming offices

showing all information recognised for the determination of manning arrangements.

- (2) All single manned diagrams will be subject to the normal process of scrutiny by L.D.C.'s L.L.C.'s prior to operation. on a single manned basis.
- (3) In the event of it not being possible to produce a detailed diagram, consultation with L.D.C.'s L.L.C.'s on amended diagrams will be carried out on the basis of a "Skeleton" diagram which will indicate to the L.D.C. L.L.C. and the Driver concerned that eight hours the diagram does not contravene the relevant clauses of Annex 'A' of D.R.I. would not be exceeded and that the P.N.B. would be taken consistent with current agreements. If the L.D.C. L.L.C. failed to agree that the diagram concerned guaranteed that the Manning Agreement would be adhered to then double manning double-crewing would apply.

DISTURBANCE ALLOWANCES (B.T.C. Letters. 16/5/57, 10/7/57, 29/8/57, 25/10/57, 29/8/62/ 11/9/62, 11/9/63)(B.R.B. Letter, 10/6/71)

The following flat grant will be made to those members of the wages staff who are householders and who are required to move their homes on transfer on promotion or in order to meet the wishes of the Management.

Married householders £269 Single householders £179

Such is in respect of the miscellaneous expenses incurred by householders for such items as the alteration and depreciation of fittings, and taking down and putting up fixtures, the re-laying of floor coverings, the conversion of wireless receivers and other electrical apparatus. etc.

These allowances will only be paid provided the move is from unfurnished to unfurnished accommodation, and a married householder means a married male member of the staff who is living with his their family in unfurnished accommodation at his their permanent station at the date of transfer. A single householder means a single member of the staff who is living in unfurnished

accommodation (other than in his the parents' parental home) at his their permanent station at the date of transfer.

It is the intention that these allowances should be paid only in respect of valid claims established within 12 months of the date of the transfer necessitating the move.

Where a transfer is arranged under the provisions of Clause 8 (b) of the P.T. & R. Arrangements, a man would be considered as eligible for financial assistance (i.e. disturbance allowance, legal costs etc.) arising from his transfer to the depot of his first preference even though similar assistance had previously been given when he moved to his second preference depot.

Transfers arranged under Clause 8 (a) and 8 (c) of the PT. & R. Arrangements do not, of course, qualify for financial assistance.

COSTS INCURRED BY STAFF IN THE SALE AND PURCHASE OF HOUSE FOLLOWING TRANSFER

Staff who are householders are who are transferred on promotion or to meet the wishes of the Management and are thus required to change their residence will be dealt with similar to the transfer, because of redundancy shown on page ???

Add RELOCATION POLICY HERE

BRITISH RAILWAYS DISCIPLINARY PROCEDURE

The following procedure will apply in cases where an employee to whom the Machinery of Negotiation for Railway Staff is applicable of Silverlink Train Services is charged with misconduct, neglect of duty, or other breach of discipline:-

1. The employee will be informed in writing, as early as possible, of the nature of the offence.
2. The employee may state his/her defence in writing within three days of the issue of the charge form and in so doing advance any extenuating circumstances, or may reserve defence until the

hearing of the case in accordance with the provisions of Clauses Paragraphs 3 and 4.

3. The employee may, if he/she so desires, be heard in person before the appropriate Officer of the British Railways Board. Manager of Silverlink Train Services.
4. At such hearings and employee charged with an offence:-
 - (a) will be permitted to call witnesses;
 - (b) may be accompanied, if he/she so desires, by a spokesmanperson who shall either be a fellow employee employed in the same Region Silverlink as the individual charged with the offence, or a representative of a Trade Union recognised by the British Railways Board for negotiating purposes.
5. If, after investigation of such written defence, or, alternatively, after such hearing before the appropriate Officermanager, the employee is adjudged guilty, he/she will be informed in writing, as early as possible, of the decision, but (except in cases of minor character, i.e. those cases which are not recorded on the service record) he/she shall have the right of appeal to the appropriate superior Officer of the British Railways Board senior manager of Silverlink Train Service against the punishment to be inflicted and/or interpretation of the facts of the case.

The Officer manager hearing the appeal must not be the Officer manager who has adjudged the case or decided the punishment in the first instance.

6. Any such appeal must be made in writing within seven days. The appeal should be heard and decided as early as possible. The punishment against which an employee is appealing will not be increased at the appeal stage.
7. If the employee appealing so desires:-
 - (a) he/she may be heard in person before the appropriate superior Officer of the British Railways Board senior manager of Silverlink train Service and, if so.,

(b) May be accompanied by a spokesmanperson who shall be either a fellow employee employed in the same Region as Company as the individual making the appeal, or a representative of a Trade Union recognised by the British Railways Board Company.for negotiating purposes.

8. In cases in which an employee has been charged with an offence and it is decided at any stage of the procedure that no further action is to be taken, the employee concerned shall be notified accordingly as early as possible.
9. The procedure set out in Clauses paragraphs 1 to 8 above shall not apply in cases of exceptionally grave misconduct, which may warrant summary action. In such cases suspension from duty pending investigation may be justified for which payment would be made at the basic rate of pay. The employee concerned will be informed in writing, at the earliest possible time, of the nature of his/her offence, within three working days of which a hearing will be arranged. The employee charged with the offence may arrange to be accompanied, if he/she so desires, by a spokesmanpersons who shall either be a fellow employee employed in the same Region company as the individual charged with the offence, or a representative of a Trade Union recognised by the British Railways Board for negotiating purposes Silverlink Train Services.. The employee will be permitted to call witnesses. After such a hearing the employee will be informed of the decision which will be implemented forthwith; this decision and his/her rights of appeal will be confirmed in writing as early as possible.
10. Where an employee has been dealt with in a case of exceptionally grave misconduct under the provisions of Clause paragraph 9 and thereafter submits an appeal, in writing, a personal interview with the appropriate superior Officer of the British Railways Board senior manager of Silverlink Train Services will be granted. At such an interview the employee may, if he/she so desires, be accompanied by a representative of a Trade Union or a fellow employee employed in the same Region company as the individual charged with the offence.

The Officer manager hearing the appeal must not be the officer manager who adjudged the case or decided the punishment in the first instance. This appeal is to be heard and decided as early as possible and the employee advised of the result in writing without delay.

11. In cases in which disciplinary action is contemplated against an employee who is a trade union official or employee representative, no immediate action beyond an oral warning will be taken until the circumstances have been discussed with the relevant full-time official of the trade union concerned, failing which another full-time paid official or a senior person employed at the headquarters of the trade union concerned.

11.12. The normal types of recordable punishment will be:-

- Reprimand
- Severe reprimand
- Disciplinary Suspension (without pay)
- Reduction in grade
- Transfer to another post or station which may or may not involve a reduction in grade
- Suspension/curtailment of travel facilities
- Dismissal

With the exception of disciplinary records concerning the serious irregularities shown in Clause 12 paragraph 13 recorded punishments will be expunged and will not be taken into account if the employee has had a clear record for four years following a severe reprimand, or two years following a reprimand.

12.13. Full authority is delegated to the Local Manager for the administration of the disciplinary procedure in respect of the staff under his/her control, except that where it is considered necessary, breaches of discipline involving the following may be initiated at a high level:-

- (i) Serious or fatal injuries injury to a member of the public or an employee.
- (ii) Damage to public or private property liable to involve the British Railways Board Silverlink Train Services Ltd in a heavy claim
- (iii) Extensive damage to British Railways Board Property
- (iv) Signalling Irregularities and serious infringements of Rules and Regulations, which resulted, or might have resulted, in endangering the safety of the Railway.

- (v) Serious incidents directly involving the Local Manager personally.

Appeals will be heard at a higher level.

13.14. These arrangements shall come into force on 1 August 1981 1st January 1996 and will supersede all existing arrangements in regard to Disciplinary Procedure for employees to whom the Machinery of Negotiation for Railway Staff of Silverlink Train Services Ltd to whom this Disciplinary Procedure is applicable.

NOTES OF ON DISCIPLINARY ARRANGEMENTS

Due cognisance should be given to the following points, which are not to be embodied in the arrangements relating to discipline or to be regarded as forming part of the revised Disciplinary Scheme.

- (i) Clause paragraph 2-

The period of three days will not necessarily be imposed as a rigid maximum but consideration will be given to a case in which an employee asks for a reasonable extension of the period to enable him/her to complete a statement of defence and/or make arrangements for an advocate at a personal hearing and for witnesses.

- (ii) Clause paragraph 3-

Where a personal hearing is requested the hearing should be arranged with the minimum possible delay.

- (iii) Clauses paragraphs 4 and 7

– In cases where a spokesman is a fellow employee, the Management will advise him/her of the date, time and place of the hearing and where necessary and practicable will arrange release from duty to enable him/her to attend. The employee being dealt with under this procedure will be responsible for securing the agreement of the fellow employee to act as advocate, for advising Management as to who will

represent him/her and for supplying the advocate with details of the case.

(iv) Clause paragraph 11

– Investigatory suspension with pay is not a punishment and is not, therefore, recordable.

1. A recordable punishment of a severe reprimand given against an employee was not to be taken into account if the individual had had a clear record for four years following that punishment being given.

2. A recordable punishment of a reprimand given against an employee was not to be taken into account if the individual had had a clear record for two years following that punishment being given.

3. The arrangements set out in Clauses 1 and 2 above would not apply where the punishments of a severe reprimand or reprimand was given in respect of an offence concerning one of the following serious irregularities.

- (a) Serious or fatal injuries to a member of the public or employee
- (b) Damage to public or private property liable to involve the British Railways Board in a heavy claim.
- (c) Extensive damage to British Railway Board property.
- (d) Signalling irregularities and serious infringements of Rules and Regulations, which resulted or might have resulted in endangering the safety of the Railway.
- (e) Serious incidents directly involving the Local Manager himself.

PAYMENT FOR ATTENDANCE AT DISCIPLINARY INQUIRIES

	<i>Within ordinary hours of duty</i>	<i>Outside but continuous with ordinary hours Of duty</i>	<i>Outside and not continuous with ordinary hours of duty</i>
EMPLOYEES CHARGED WITH BREACHES OF DISCIPLINE			
If not found free from blame	To be paid as time worked	No payment	No payment
If found free from blame	To be paid as time worked	To be paid as time worked	To be treated as “Special” duty and paid accordingly
EMPLOYEES ATTENDING AS	To be paid as time worked	To be paid as time worked	To be treated as “Special” duty and paid accordingly

ADVOCATES OR WITNESSES			
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In the case of inquiries or appeals held during suspension. If the decision reached results in payment of wages for the period of the suspension, this should cover the time of attendance at the inquiry or appeal. Otherwise no payment is to be made in respect of the time of attendance at the inquiry or appeal. In the case of Trainmen, the minimum payment should be as for non-Trainmen, the minimum of three hours. The men concerned should not be called upon to sign on duty.

ADD INDIVIDUAL GRIEVANCE PROCEDURE – SUBJECT TO REVIEW RE E.R.A. HERE

ARRANGEMENTS FOR TRADE UNION REPRESENTATIVES AT DOMESTIC ENQUIRIES.

- (a) When a Private Enquiry into the circumstances of a mishap or irregularity is being arranged, an invitation will be given to the appropriate Trade Union representative as an Observer.
- (b) These enquiries are usually arranged at short notice by telephone and the non-availability of an Observer will not prevent the Enquiry from being held.
- (c) One representative will be permitted from each Trade Union whose members are to be called as witnesses.
- (d) Trade Unions should normally be represented by a full-time Official or a properly accredited staff representative.
- (e) The Observer shall not assume the role of Advocate, Spokesman or Adviser.
- (f) The Observer shall in no way inhibit the establishment of facts or the giving of evidence by witnesses. However, the Observer shall be allowed the opportunity to express a view.
- (g) The conclusion of a Private Enquiry will remain solely a Management prerogative, but the Observer may participate in the discussion stage. The drawing up of the final conclusion will remain the responsibility of the Management.

- (h) A copy of the Private Enquiry Report will be sent to the Union Observer concerned. Copies of other documents, including statements of witnesses, produced at the enquiry would also be sent to the Union Observer.
- (i) The confidentiality of evidence given, and facts ascertained by the Enquiry, must be recognised and maintained by the Trade Unions. However, this would not preclude the Union sending any relevant information arising from the enquiry to its Solicitors on behalf of staff injured in the incident in question.

EYESIGHT AND PHYSICAL EXAMINATIONS - STANDARD ARRANGEMENTS FOR VISUAL STANDARDS AND PHYSICAL AND VISUAL EXAMINATIONS- FOOTPLATE GRADES (R.S.C. Min.849. 15/3/56)

INSERT RELEVANT GROUP STANDARD

NOTE: The eyesight standards set out in this document are to be attained without the use of glasses (then see wearing of corrective glasses)

1. STAGES AT WHICH EXAMINATION WILL NORMALLY BE GIVEN AND VISUAL STANDARDS TO BE ATTAINED.

(a) On entry as Traction Trainee

To be subject to a physical and visual examination. Vision to be 6/6,6/6,6/6/ or better with fogging test. Colour vision to be normal.

(b) At age 20

To be subject to a physical and visual examination. Vision to be 6/6,6/6,6/6 or better. Colour vision to be normal.

(c) At age 40 or on being passed to act as Driver, whichever is the earlier

NOTE: If examination on being passed to act as Driver takes place before age 30, a further examination to be given at age 40.

To be subject to a physical and visual examination. Vision to be 6/9, 6/12, 6/9 or better, with normal colour vision.

(d) Above age 40

To be subject to a physical and visual examination at age 45 and at five yearly intervals to age 60 and yearly examinations from age 60 onwards.

The following visual standards to apply:

If liable to work on footplate on all running lines – vision to be 6/12, 6/18, 6/12 or better with normal colour vision.

If limited to yard and shunting duties: vision to be 6/18, 6/24, 6/18 or better, with normal colour vision.

2. COLOUR VISION TESTS

The colour vision test after entry into the Line of Promotion will be carried out in the following manner:

(a) Staff will be tested in the first instance by the Edridge Green Lantern, the test being conducted on the lines laid down by Dr. Edridge Green. An examinee will not be deemed to have failed if he satisfactorily names the essential colours of red, green, yellow and white.

(b) If they fail the Edridge Green Lantern test or if a confirmatory test is necessary they will then be tested by the Ishihara method.

NOTE: In the event of any other method of colour vision testing being contemplated, the Trade Unions will be consulted prior to its use.

3. PRACTICAL TEST

A man whose colour vision is normal but who fails to attain the visual standards laid down in Clause 1 (c) above, provided that at the time of failing to pass the test he is not less than 35 years of age, or 1 (d) shall be given if he so desires, a practical test in accordance with the following arrangements:

(a) *Conditions under which the test is to be given*

In daylight, in favourable weather.

5. STANDARD ARRANGEMENTS FOR VISUAL STANDARDS AND PHYSICAL AND VISUAL EXAMINATIONS- FOOTPLATE

STAFF (R.S.J.C. Min 1 849. 15/3/56) (R.S.J.C. Min1. 39

15/5/57)(R.S.J.C. (Gen) Circ 145/1974)

INSERT GORT 3251

(a) *Staff absent over six months*

In all cases where a member of the staff is absent from duty for more than six months, he should notify the Management three complete weekdays before the date he expects to be ready to resume so that

where it is considered necessary for a medical examination by the Railway Medical Officer, this may be arranged to take place before he resumes.

(b) Staff absent less than six months

Where it is considered necessary for the Management to arrange a medical examination in cases of staff absent for six months or less, an invitation will be given to the man concerned as soon as it has been decided that an examination is necessary and he should then notify the Management three complete weekdays in advance of the date he expects to be ready to resume.

(c) If after such notice has been given under Clause (a) or (b) it is not possible to arrange for a medical examination to be made within three weekdays of receipt of such notification by a member of staff, the certificate of the man's own doctor will be accepted, and the man allowed to resume duty, not necessarily in his own position, pending the examination by the Railway Medical Officer, or if it is considered undesirable to permit him to resume duty he will be paid a day's pay for each complete weekday he may have to wait for medical examination or for notification of the Railway Medical Officer's report after the three days' notice has expired.

Interpretation Clauses 5 (a) and 5 (b) – “three complete weekdays” commencing with the day on which a man notifies the Management that he expects to be ready to resume duty.

NOTE: Staff required for medical examination would not be required to take duty on the day in question.

NOTES TO STANDARD ARRANGEMENTS FOR VISUAL STANDARDS, PHYSICAL AND VISUAL EXAMINATIONS- FOOTPLATE GRADES

1. MEN DRIVERS/STANDBY DRIVERS FAILING TO ATTAIN MINIMUM EYESIGHT STANDARDS.

The introduction of the standard arrangements is not to preclude the accommodation on work within the shed yard limits of appointed Drivers who fail to reach the minimum standards when they are considered suitable for such work by the Railway Medical Officer Occupational Health Centre and their appropriate Railway Officer

Manager and to the extent, at the discretion of the Management, that such positions are available, having due regard to local requirements and the need for a proportion of the Footplate men staff employed on the shed being capable of working on the running lines.

2. YARD AND SHUNTING DUTIES

The expression “yard and shunting duties” in these arrangements relates to men staff working engines that are confined to shunting and does not include duties that, for any part of a turn, embrace train working.

3. EXAMINATION BY MEDICAL CONSULTANT

The introduction of the standard arrangements does not interfere with the existing right and practice of the Railways to refer a man Driver/Standby Driver where necessary, for physical or visual examination by a Medical Consultant who specialises in the type of deficiency from which the Railway Medical Officer, from from his examination, considers the man person to be suffering.

4. REMOVAL OF STAFF FROM THE LINE OF PROMOTION ON MEDICAL OR EYESIGHT GROUNDS

The Railways have reserved the right in exceptional cases where a man’s persons condition makes it undesirable for him them to continue on footplate duties, to remove him them from such duties on the basis of the clinical examination without recourse to a practical test.

5. OTHER EXAMINATIONS (R.S.J.C. Min L 105. 22/7/58)

The introduction of the standard arrangements does not interfere with the right of the Railways to subject a man Driver/Standby Driver to visual and/or physical examination if circumstances arise, such as alleged mistake of signals, which indicate the desirability of such a course.

Reasonable facilities will be granted so as to provide an appropriate margin of time prior to examination by the Medical Officer to enable the individual concerned to appear in a presentable condition.

A man person who is unable to attain the required standard of unaided vision will be allowed to take the visual test with glasses at and if he they again fails, he they may, subject to the provisions of Clause 3 of

the Standard Arrangements for Visual Standards and Physical and Visual Examinations- Footplate Grades, be allowed to take the practical test without glasses. This arrangement is subject to the very clear understanding that:

- (1) The candidate must not wear glasses when taking the practical test, and
- (2) As a man's persons failure to attain the standard 6/9, 6/12/ 6/9 with glasses could indicate the early stages of an eye disease, the Medical Officer shall in these rare cases, exercise his discretion to re-examine the man person as frequently as he considers necessary.

WEARING OF CORRECTIVE GLASSES BY FOOTPLATE STAFF (R.S.J.C. Min L.253. 1/5/62)(R.S.C. Letter, 19/4/63)

1. No man individual to be permitted to enter the footplate Line of Promotion if wearing glasses.

Staff in the footplate line of promotion who qualify for a free issue of a pair of distance glasses will have the option of receiving, in place of the distance glasses and subject to the approval of the Medical Officer, a free pair of bi-focals. The type will be the "C" segment 22mm in the standard B.R. frame

- (i) Footplate staff who already have NHS spectacles and who have been given a certificate of authority to use them by the Railway Medical Officer Occupational Health Centre, will be allowed to remain on their rostered link working whilst awaiting an issue of B.R. Corrective Glasses.
- (ii) Where (i) does not apply and Footplate staff are removed from their rostered work whilst awaiting an issue of B.R. Corrective Glasses, they are paid on the basis of R.S.J.C. Minute No. L215-27.6.61 for the limited period they are removed from their normal duties for this reason.

2. Wearing of glasses by footplate staff to be permitted only when the duties of the man concerned can be confined to the following forms of traction:

- (a) Electric locomotives:
- (b) Diesel locomotives:
- (c) Diesel and electric multiple-unit:
- (d) Steam locomotives engaged in shed and shunting work including limited shunting movements over running lines (Drivers and Relief Drivers only)

And to be restricted to footplate staff whose vision has deteriorated below the agreed standard of vision required to qualify for footplate duties without glasses.

NOTE: The arrangement does not apply to any member of the Footplate Staff below the substantive grade of Driver's Assistant.

3. Footplate staff engaged on steam locomotives (other than in the circumstances set out in 2 (d) above) will be required to conform to the standard of form vision as set out in R.S.C./N.U.R. and A.S.L.E. & F. Minute No. 849 15/3/56.
4. In the case of footplate staff employed in the circumstances set out in Clause 2 above, to qualify for footplate duties with glasses a man's visual acuity must be capable of correction to a standard of 6/9, 6/12. 6/9 and there must be no significant pathological change in the eyes.
5. All men staff whose qualification for footplate duties depends upon the wearing of glasses to be subject to re-examination at two-and-a half yearly intervals. If their corrected vision has measurably deteriorated, frequency of re-examination may be increased at the Medical Officer's discretion. A man person failing to reach a corrected standard of 6/9, 6/12,6/9, will be removed from the footplate line of promotion.
6. Existing provisions as to colour vision to apply in all cases.
7. Once a man person has qualified by wearing glasses for footplate duties in the circumstances set out in Clause 2 above, he they will no longer be permitted to have resort to the practical test to establish his qualification for footplate work.
8. The glasses to be of the standard pattern approved by the Board Company. The wearing of contact lenses will be considered in individual cases. Bi-focal glasses will not be permitted.
9. Each man All Drivers/Standby Drivers when on duty should normally be in possession of two pairs of distance glasses and may be expected to produce these when booking on.

10. One pair, which must be worn when carrying out duties on the traction unit, will be of a standard pattern fitted with lenses of toughened glass. They will be provided at the Board's Company's expense, in accordance with a laid down procedure and will remain the property of the Board Company.
11. The second pair of glasses, which should be obtained by the man himself individually through the National Health Service, apart from their normal use by the man individually when off duty, are for emergency use when performing duties on the traction unit in the event of mishap to or breakage of the specially designed glasses.

NOTES ON APPLICATION FOR RE-TEST WITH GLASSES ON FAILURE TO PASS NORMAL EYESIGHT TEST.

GORT 3251?

(a) Where a man the person concerned has not previously obtained glasses under the National Health Service.

If a member of the footplate staff fails the clinical test under existing arrangements, and on the assumption that he does not wish to avail himself of a practical test or that he also fails the practical test, he is to be advised at the time of such failure of the provisions of the agreement as to the wearing of glasses and invited to make application, on a form to be supplied, for a re-test wearing glasses if he desires and to be considered for footplate work under the terms of the agreement.

Upon completion of the application provided for above, the Railway Medical Officer will explain to the applicant how to obtain a pair of distance glasses through the National Health Service (to be kept available when on duty for use as a spare pair). He will also complete and hand to the applicant a copy of National Health Service Form O.S.C.I. to be taken by the applicant to the nearest National Ophthalmic Treatment Board Centre, Hospital Eye Service Centre or Ophthalmic Optician to enable the necessary refraction to be obtained in order that the correct strength of glasses may be prescribed.

NOTE: The Management reserve the right in exceptional circumstances to require refractions to be carried out by a Railway Medical Officer or by an ophthalmologist specified by them.

At the same time, the Railway Medical Officer will fill in particulars concerning the applicant on a special form, supplies of which will be made available through Medical Department channels. This form is to be taken by the man to the optician at the same time as he attends for his National Health Service eyesight

examination, and the optician will fill in particulars of the prescription and the dispensing details for the glasses on it.

The optician will give the man back the completed form which he must hand to his depot supervisor who will return it immediately to the originating Railway Medical Officer.

A central prescription house to make up the special glasses at short notice and to institute a "by return" repair service will be appointed. The Railway Medical Officer will send the form referred to above to this central prescription house which will make up the glasses from the particulars shown thereon. When the glasses have been made up they will be forwarded together with the form by post to the optician, who will notify the man and arrange to fit him with the new glasses, preferably at the same time as his National Health Service pair becomes available. When fitting has been completed by the optician the man will sign the form which then becomes the optician's authority to claim payment of his fee from the Railways. The central prescription house and the Railway Medical Officer will record and keep particulars of the prescription so that, in event of breakage, upon receipt from the Railway Medical Officer, the glasses can be repaired or a new pair made up and sent back to the originating Medical Officer by return of post.

(b) Where a man concerned has already obtained distance glasses for his private use.

If the man concerned already has distance glasses for his private use, obtained through the National Health Service, it will not be necessary for the Railway Medical Officer to complete form O.S.C.1, referred to above. In such cases, the Medical Officer, having satisfied himself that the glasses give satisfactory correction of the man's sight, will ascertain from the man, after he has completed an application form for re-test with glasses, the name and address of the firm, etc. who prescribed the man's private pair. The Railway Medical Officer will then approach the firm, etc. who prescribed the glasses and obtain the prescription. If satisfactory correction is not given by the man's own glasses, the full procedure outlined in (a) above will be carried out, except that it will not be necessary to complete Form O.S.C.1 which will already have been done at the time the glasses were first prescribed privately.

NOTE: To avoid delay, staff who already have private glasses are, in future, to take them with them when attending eyesight examinations.

Payment for attendance at Medical or Eyesight Examinations

(i) STAFF WHO HAVE NOT BEEN ABSENT OR WHO HAVE ALREADY RESUMED DUTY: ALSO PERIODICAL EXAMINATIONS.

(a) The total earnings he would have received had he been at work; or

- (b) The overall time on duty, including time at the medical centre, plus travelling time to and from his home station to the centre where applicable; or
- (c) The average total weekday earnings for a representative period of eight weeks, whichever is the greatest.

Staff who are required to attend a medical or eyesight examination will be paid a full days pay at their current salaried rate.

(ii) EXAMINATION BEFORE RESUMPTION OF DUTY FOLLOWING ILLNESS OR ACCIDENT

If the examination is at the request of the Railway Management, a day's wages paid, less full National Insurance of Industrial Injuries Benefits, or Workmen's Compensation payments. Payment of travelling time to be made where appropriate.

Staff required to attend a medical or eyesight examination under these circumstances will be paid a full days pay at their current salaried rate.

(iii) EXAMINATION AT OWN REQUEST

No payment to be made to an individual attending a medical examination at own request.

Staff attending periodic ad hoc and special medical examinations should have a minimum of two days' notice and a minimum of 12 hours rest prior to their attendance with the following exceptions, where in the interests of both staff and Management, it may be considered essential for a medical examination to be arranged quickly:-

- (a) Where an individual has been involved in an accident on duty.
- (b) Where there is evidence of deterioration in mental and/or physical health.
- (c) Where staff are ready to resume duty after sickness/accident absence.
- (d) In event of mishaps, which it is suspected have occurred as a result of a medical condition.

FIRST AID - CONCESSIONS TO STAFF

LEAVE

In recognition of First Aid qualifications, the following additional leave at standard rate of pay is allowed to members of the staff who have passed the stipulated number of examinations through the official British Rail First Aid Organisation, or where authorised, through an outside class.

- In respect of any year in which a member of the staff passes a first aid examination, her or she will be granted ONE additional day's leave.
- In respect of any year after the fourteenth in which a member of the staff passes at first aid examination, her or she will be granted TWO day's leave.

A member of the staff who attends not less than six one-hour periods of practical instructions with an railway authorised class during each year, will be granted a further day's leave with pay additional to that referred to above on passing the second subsequent examination.

Should an individual so wish, payment at Standard Rate may be made instead of leave.

The leave must be claimed within 18 months of the qualifying examination and will be taken under the normal arrangements for Compensatory Leave. , but it may not be practicable in all cases to arrange for this leave to be taken along with the annual leave or during Bank Holiday periods. When staff are rostered for five long turns and one short turn, and the leave granted is taken on the short day, payment will only be made for the standard rostered-hours to complete the guaranteed week.

OFFICIAL RAILWAY AUTHORISED COMPETITIONS AND MEETINGS

Staff attending official railway authorised competitions and associated meetings are granted leave of absence, with pay, travelling expenses and expense allowances.

LONG SERVICE AWARDS - FIRST AID

Staff who have passed 15 first aid examinations of the St John Ambulance or St Andrew's Ambulance Association through the official British Rail First Aid Organisation are awarded a 15 year Long Service Efficiency Plaque. Motifs to the plaque in recognition of each subsequent five examinations are also awarded.

Where a member, but for retirement, would have qualified for a plaque or motif within 18 months after retirement, credit will be given for any examinations passed in this period.

A gilt plaque will be awarded in respect of 40 examinations and each subsequent five examinations beyond this.

Members who have passed 40 annual examinations through the official British Rail First Aid Organisation will be presented with a gift to mark his/her service to the first aid movement.

Gilt plaques and gift will only be awarded in respect of examinations taken while the member is in active service.

HIGHER GRADE DUTY – RELIEF DRIVERS’ ASSISTANTS ACTING AS DRIVERS’ ASSISTANTS (Circular Letter 1.937 August 1919)

A Relief Drivers’ Assistant who is not qualified by reason of age shall, when graded as a Driver’s Assistant, take his promotion in order of seniority of service. No Traction Trainee under the age of 18 to be allowed to act as Driver’s Assistant on the main line. In special emergency, youths below the age of 18 may be called upon to act as Driver’s Assistant on Shunting Engines.

RELIEF DRIVERS’ ASSISTANTS ACTING AS DRIVERS’ ASSISTANTS EMPLOYED ON SHED WORK (Appendix “C” Circular Letter 1 937. August 1919)

Relief Drivers’ Assistants acting as Drivers’ Assistants to men employed on shed work, such as shed relieving, turning, preparing or disposing of locomotives are to receive the Driver’s Assistant rate of pay in accordance with the turns of the Drivers’ Assistants’ duties they may have performed either on or off the shed.

RELIEF DRIVERS’ ASSISTANTS AND RELIEF DRIVERS- CREDIT AND PAYMENT FOR HIGHER GRADE TURNS WHEN ATTENDING MEDICAL EXAMINATIONS (R.S.C. Min No.353.19/3/40)

A Relief Driver’s Assistant or Relief Driver who attends for a medical examination on a day on which, had he been at work, he would have performed a higher grade turn, is to be allowed credit for such turn.

RELIEF DRIVERS’ ASSISTANTS AND RELIEF DRIVERS ROSTERED FOR WORK IN HIGHER GRADE BUT NOT REQUIRED (R.S.C. Min No. 714. 24/9/51)

A Relief Drivers’ Assistant who is rostered for a turn of duty in the grade of Driver’s Assistant or a Relief Driver rostered for a turn of duty in the grade of Driver, who reports

for duty in the high grade as rostered but is not required in the high grade shall be regarded for credit and payment purposes as working during the turn in the higher grade.

RELIEF DRIVERS' ASSISTANTS AND RELIEF DRIVERS' USED FOR HIGHER GRADE TURNS WHEN SENIOR MEN ARE AVAILABLE (R.S.C.

Min.No.L430. 26/3/69)

In cases where the senior man (Relief Driver's Assistant or Driver's Assistant) at a Depot is available for a higher grade turn, but owing to a mistake a junior man is utilised for the turn, the senior man should be paid and given credit for the higher grade turn and the junior man who has actually performed the higher grade should also be given credit and payment.

CREDIT AND PAYMENT OF DRIVING TURNS FOR RELIEF DRIVERS WHEN THEY ARE DEPRIVED OF HIGH GRADE DUTY DUE TO A SHORTAGE OF DRIVER'S ASSISTANTS AND DRIVER'S RELIEF ASSISTANTS (R.S.J.C. Min No. L 860-5/11/82)

At those depots where there are exhausted vacancies for Drivers' Assistants and, as a direct result of this shortage, in order to avoid cancellation of another train a Relief Driver is deprived of a Driver's turn which he would have otherwise worked in accordance with local agreements, and for which he had the requisite route and traction knowledge, credit will be entered to the individual concerned, on application, in respect of the Driver's turn not worked. The actual payment made will be based on the amount involved for the rostered turn actually performed at the appropriate Driver's rate of pay.

RELIEF DRIVERS PARTLY WORKING AS DRIVERS DURING ONE TURN OF DUTY (R.S.J.C. Meeting, 21/4/71. Min No.L467)

Drivers' Assistants partly working as Drivers during one turn of duty to be paid at the driving rate of pay for the full turn irrespective of the time worked in the higher grade.

CREDIT AND PAYMENT TO RELIEF DRIVERS AND RELIEF DRIVERS' ASSISTANTS FOR HIGHER GRADE TURNS WHEN DRIVERS AND DRIVERS' ASSISTANTS ARE REQUIRED TO WORK ON THEIR REST DAYS (B.O.B. August 1949) (R.S.C. Min No. 725. 8/11/51) (R.S.J.C. Min No. L 123. 24/10/58)

The following arrangements apply for the granting of credit and payment to Relief Drivers and Relief Drivers' Assistants for higher grade turns when appointed Drivers and Drivers' Assistants are required to work on their "Rest Days". Where an appointed Driver is required to work a turn of duty on his "Rest Day" credit and payment as for a driving turn shall be granted to the senior Relief Driver at the depot who was on duty or available for duty on that day, and was not working as a Driver. Where an appointed Driver's Assistant is required to work a turn of duty on his "Rest Day" credit and payment as for a turn shall be granted to the senior Relief Driver's Assistant at the depot who was on duty, or available for duty on that day, and was not working as a Driver's Assistant. In addition, when a Relief Driver works on his "Rest Day" in a driving turn he shall, for the

purpose of applying these arrangements be regarded as a Driver and credit and payment as for a driving turn shall be granted to the senior Relief Driver at the depot who was on duty, or available for duty, on that day but was not working as a Driver.

Where it can be shown that a spare Driver's Assistant is not available and Relief Driver's Assistant has been deprived of a turn by reason of a Driver working his "Rest Day", the Relief Driver's Assistant will be given credit and payment for the Driver's Assistant's turn lost. In applying this arrangement, regard will be paid to the question of whether the senior Relief Driver's Assistant was available to work the turn in question.

The senior Relief Driver's Assistant, who was not working in the higher grade, will receive credit and payment for a higher- grade turn provided he was available for the duty in question but was not deprived of the turn.

HIGH GRADE DUTY- SPARE WORK

(Appendix "C" to Circular Letter 1.937. August 1919)

In order to keep the seniority on a proper basis, the senior Relief Driver's Assistant is to be used for driving duties, and the senior Relief Driver's Assistant for Driver Assistant's duty when required, otherwise complications may arise through the junior men getting more turns of driving and Driver's Assistants respectively than the senior men.

DEFINITION OF "TURN" OR "SHIFT".

(Enclosure to Circular Letter 1.937 August 1919)

A "Turn" or "Shift" performed by a Relief Driver's Assistant, acting as a Driver's Assistant is to be understood as an occasion of driving of Drivers' Assistants' duties as the case may be. Two or more occasions of such duty during one day's work are not to be counted separately, but only as one "Turn" or "Shift".

HIGHER GRADE DUTY- SHUNTING DRIVERS AND RELIEF DRIVERS' ASSISTANTS (R.S.C. Working Party, 25/10/60)

The following general principle was agreed for the guidance of Local Departmental Committees in the application of the arrangements for High Grade Turns:

Subject to availability and route knowledge, Shunting Drivers should have preference for train driving work over Relief Drivers, providing they are senior.

CLAIM FOR CREDIT AND PAYMENT OF DRIVING TURNS FOR RELIEF DRIVERS WHEN THEY ARE DEPRIVED OF HIGHER GRADE DUTY DUE TO A SHORTAGE OF DRIVERS' ASSISTANTS AND DRIVERS' RELIEF ASSISTANTS (R.S.J.C. Loco. Min. L831.23/4/81)

(R.S.J.C. Loco. Min. L831.23/4/81)

At those depots where there are exhausted vacancies for Drivers' Assistants, and as a direct result of this shortage, in order to avoid cancellation of another train, a Relief Driver is deprived of a Driver's turn which he would have otherwise worked in accordance with the local agreements, and for which he had the requisite route and traction knowledge, credit will be entered to the individual concerned on application in respect of the Driver's turn not worked. The actual payment made will be based on the

amount involved for the rostered turn actually performed at the appropriate Driver's rate of pay.

COMPENSATIONS-STAFF UNABLE TO BE PROMOTED

(R.S.N.C. Min. 603 16th-19th Nov/6th Dec.1976)

Staff who would have completed 10 years in the grade had they not been too young to take up their appointment as a Driver's Assistant when the vacancy occurred, may apply for compensatory payment if there are staff at their depot with a higher rate of pay when they are Junior in service in the line of promotion but senior to them in age.

CONCILIATION STAFF COVERING SUPERVISOR'S POSITION

(R.S.J.C. Min. No. L.588. 2/7/75)

When a man in a Conciliation grade relieves in a Salaried post, he should be dealt with on the following basis:

- (1) When advised to relieve for the **WHOLE** period of a cycle necessary to produce an average of 37 hours per week or for a basic 37 hour week, he is to be rostered and paid at the Salaried rate on the basis of the roster applicable to the post in which he performs the relief duty.
- (2) When providing relief other than as set out in (1) above, e.g. for a **SHORTER** period than the full cycle necessary to produce an average of 37hours per week, he is to be dealt with as follows:-
 - (a) If the hours worked on any day/week in a Salaried post are less than in his own Conciliation grade post, he is to be paid at the Salaried rate for the number of hours which constitute his normal working day/week in his Conciliation grade post.
 - (b) If the hours worked on any day/week in a Salaried post are the same as or more than in his own Conciliation grade post, he is to be paid at the Salaried rate for the time worked up to 37 hours in the week (or the equivalent on daily basis where less than a week is worked) and at the Salaried overtime rate for time worked beyond these hours.

Payment in all cases to be on the basis of the 37 hour calculator.

HOURS OF DUTY

GUARANTEED DAY (Circular Letter 1.786. April 1919)

Drivers/Standby Drivers and Drivers' Assistants – Monday to Saturday, inclusive.

No man member of staff to be paid less than a standard day's pay for each time of signing on duty except as stated below:

Men Staff working a short day for their own convenience. , or illness.

Men Staff coming late on duty through their own fault to receive payment for the actual hours worked.

GUARANTEED WEEK (Circular Letter 1.786.April. 1919)(N.W.B. Min.8.31/7/23)(N.W.B. Min.38. 31/7/25)(R.S.J.C. Min G 103.16/2/66)(R.S.C. 28/8/47)

The standard week's wages pay, exclusive of any payment for overtime or Sunday duty, to be guaranteed to all employees who are available for duty throughout the week. , but Turns commencing on a Saturday and finishing on a Sunday shall form part of the guaranteed week, and all turns commencing on a Sunday shall be excluded from and paid for independently of the guaranteed week.

So long as a man staff member is paid for the normal number of turns of duty to make up his the guaranteed week, there is not obligation on the railways Company for any day on which the man is not required to work.

GUARANTEED WEEK-SUSPENSION OF (Circular Letter 786 April 1919)

In the event of a strike affecting work of any grade, either generally or in any district, the question of suspending the operation of this Article shall be referred to the Joint Committee to be set up.

The Railways Staff Conference is the appropriate body to deal with the suspension of the guaranteed week and any proposal in this respect, or matters of a national character should be forwarded immediately to General Office for reference to above Conference.

ADDITIONAL TURN WORKED ON A DAY OTHER THAN A ROSTERED "REST DAY". (R.S.J.C. Min L 318 11/8/64)

A trainman rostered to work 20 turns in 24 days who works a turn in excess of five in a five-day week on a day other than the day which is rostered as his "rest day", the weekday time worked on such turn is to be paid for at the appropriate rate (i.e. day or night) ordinary rate unless and until 39 hours payable at ordinary rate have been actually worked in the week. Any time not actually worked on previous ordinary turns in that week owing to the man being released to afford his minimum rest period to enable him to be available for his next turn would be treated for the purpose of calculating his payment for the additional turn as ordinary hours worked.

GUIDELINES (Appendix to B.R.J.C.C. Min.No.78/64. 16/11/78)

The following guidelines have been agreed in order to enable the Railways Company to achieve their financial objectives with due regard to the interests of the Trade Unions and the staff whom they represent:

Guideline 1

First priority in reducing costs should be given to reducing the extent of overtime and rest day working. Joint reviews at stations and depots should always ensure that the complement matches current working requirements.

Joint reviews should include an examination of the possibility of concentrating the work to be done into more limited periods to avoid the necessity for “cover” at certain periods of the day or week.

Guideline 2

Consideration should continue to be given at Sectional Company Council level where considerable overtime and rest day working has to be undertaken at any location to cover work which is essential, to transferring work to another location, particularly if such a transfer of work would avoid or reduce the possibility of making staff surplus to requirements at that other location.

Guideline 3

Where reductions in the workload cannot be matched by reductions in overtime and rest day working and staff thereby become surplus and have to be dealt with under the Redundancy Arrangements, subject, where applicable, to the agreement of the Sectional Company Council concerned, the provisions of the Redundancy, Transfer and Resettlement Arrangements – particularly relating to mobility – should be used in an effort to encourage such staff to transfer to locations where staff shortages exist and where, in consequence, there is a high level of overtime and rest day working.

Guideline 4

Consideration to continue to be given to transferring work now done at weekends into Monday to Friday cover where this is consistent with securing a net revenue improvement.

Guideline 5

The Board Company and the Trade Unions will continue to make every endeavour to resolve problems without resorting to the declaration of redundancies. Where declaration of redundancy is necessary the existing redundancy and resettlement provisions will be applied to all staff.

Guideline 6

The monitoring of the operation of these procedures will normally be the responsibility of both sides of the Local Department Level Committees and Sectional Company Councils – as appropriate – and the results of such monitoring will be forwarded to the Trade Unions but it shall be open to either party at either level to raise any point of dissatisfaction of issues of principle at to the next stage of the machinery.

STAFF TEMPORARILY EMPLOYED IN A LOWER CAPACITY FOR HEALTH REASONS AND STAFF NOT WORKING IN THEIR NORMAL LINK ROSTER

This only applies to IUP

1. FOR MEDICAL REASONS

(a) In own grade

A man who has been accommodated in another post in his own grade or class or grade because of his incapacity on medical grounds to carry out the duties of his normal position, is to continue to be paid at the category of irregular and unsocial hours payment appropriate to his circumstances when working in his normal position, unless the irregular and unsocial hours payment of the post in which accommodated is in a high category, in which case the higher rate will apply.

(b) In a Lower grade

A man reduced in grade on account of ill-health, eyesight failure or accident will, when working in his new grade, retain his previous category entitlement unless the category appropriate to the shift/link pattern of his new grade is higher.

2. FOR PERSONAL REASONS

A man who has been accommodated in his own or lower grade for personal reasons, will for the first 12 weeks of the new position, retain his previous category entitlement unless the category appropriate to the shift/link pattern of his new position is higher. If a category entitlement does not exist in the new post, payment of a man's former entitlement will cease after 12 weeks. If during that period of 12 weeks an individual feels that his circumstances were such that a longer period was justified then he should submit an application for an extension to the period to his local manager. Where the individual was not satisfied with any decision, an immediate appeal could be made to the Sectional Council concerned.

The above provisions do not apply to staff reduced for disciplinary reasons.

The foregoing should also be construed as applying to women as well as to men.

Staff in the Eastern Region who presently receive payment for the category from which they were reduced will continue to receive such payment, but that staff who in the future are accommodated in another post, whether in their own or a lower grade, will be dealt with under the above arrangements.

INQUIRIES (R.S.C. Letter. 2/7/49)

ATTENDANCE AT INQUIRIES

Staff required to attend an Inquiry will be released from duty and paid a full days pay at their salaried rate.

Men who are rostered for a day turn of duty and have to travel a considerable distance to attend an inquiry are freed from duty on the day of the inquiry.

On the other had, where attendance at inquiries necessitates men being away from their home stations for a few hours only, they are normally required to return to complete their rostered turn of duty for the day.

Each case is, however, dealt with on its merits bearing in mind the rostered turn of duty of the men, the time of the inquiry, the length of time it is likely to occupy, and the distance the men are required to travel from their home station.

Men who are on night turns of duty are not, as a general rule, called to attend inquiries between their night turns, although in urgent cases which cannot be delayed or where a number of men are involved, some of whom are on night turns, the calling of men of night turns to an inquiry may be unavoidable. In such cases the men are normally liberated from duty the night before the inquiry so that they may have sufficient rest prior to the attendance at the inquiry.

INQUIRIES – JOINT, POLICE OR CORONER’S COURT ATTENDANCE AT (R.S.J.C. Min G 94. 22/11/65)

Time occupied by an man employee required to attend a Police or Coroner’s Court or Joint Inquiry to give evidence of behalf of the Railway, which is continuous with one of the ordinary weekday turns of duty, is to be regarded as part of that turn. (If the proceedings are not continuous with a turn of duty, the time occupied is to be dealt with in accordance with Emergency and Special duty provisions).

A member of the staff when attending Railway Inquiries, Ministry of Transport Inquiries, Inquests or Courts as a Management witness or Coroners Court to act as Witness is to be granted payment at his the standard rate of pay plus average bonus

earnings for a representative period where applicable and payment of enhancement for night duty, mileage and any overtime which would otherwise have been worked.

LINK WORKING (Agreement. 28/7/20) (R.S.J.C. Min. L 260. 19/12/62)(Agreement. 28/7/20)(R.S.J.C. Min.G.51. 30/8/60)

POSITION OF MEN STAFF WHO DECLINE PROMOTION

Any man member of staff, whose health and other conditions are such that he is eligible for promotion, must go forward in due course in accordance with the established practice. If it is clear that there are very good reasons why he they should not be promoted in accordance with seniority of service to a higher or heavier job, which he is physically able to perform, such case shall be considered locally between the representatives of the men and the Region Manager concerned, and dealt with on its merits by mutual agreement.

DRIVERS 60 YEARS OF AGE AND OVER

It is agreed that a Driver in receipt of the train driving rate who has attained age 60, who has followed through the normal link progression during his footplate service, and who, as a result of an applications at L.D.C. level has been accommodated in a shunting link on account of his age shall be allowed to retain the train driving rate whilst so accommodated.

RETENTION OF IRREGULAR AND UNSOCIAL HOURS PAYMENTS WHEN PLACED ON LIGHT DUTIES

Drivers, who have attained the age of 60 and over, who have requested to be placed in a light duty link in accordance with Minute No. L260-19/12/62 will retain the irregular and unsocial hours payment appropriate to the link they have just vacated.

DETERMINATION OF IMPORTANCE OF LINKS

The order of importance of the different links or groups of trains is also to be agreed mutually in the same way. Link working arrangements should provide for shed and shunting turns to be embraced in the Junior Links.

LODGING AND ASSOCIATED ALLOWANCES (R.S.C. Misc. Meeting 5/1/54)(R.S.J.C. Min G 70. 23/10/62) (Appendix R.S.J.C. Min G 149)(R.S.C. Letter 21/12/59)

A-Lodging allowance

1. Amount of Lodging Allowance

£3.60 per day and night

£22.71 per week

Men working away for the whole week involving lodging who return home for one or two nights at weekends to be paid the full lodging allowance, it being understood that travelling time to and from their homes will be undertaken in their own time.

2. CIRCUMSTANCES IN WHICH PAID

(a) Staff transferred on promotion-The payment of lodging allowance will be subject to the following general conditions:-

(i) The transfer must be one in which the Management under normal circumstances would require a man to move his home.

(ii) The man transferred is a married man or single man with dependants living with him.

(iii) The man must actually lodge and in addition be maintaining a home for his wife and/or dependants.

(iv) The man must make every effort to secure housing accommodation at the place to which transferred (except in cases of a purely seasonal or temporary character where this condition will not be applicable).

On point (i) in assessing whether the man in normal circumstances would be required to remove his home, the determining factor will be the position of the man's home in relation to his new home station and whether, having regard to the distance and transport facilities, it is necessary for the man to move his home (and in the meantime, go into lodgings) adequately to cover his new job. Payment of the allowance will cease on the man moving his home, when he is transferred to yet another place at which he would not have qualified for a lodging allowance if he had transferred there direct from the place which he was first transferred or when he ceases to fulfil any of the conditions attaching to payment of the allowance. In the case of Footplate Staff who are promoted, payment of lodging allowances will be made where lodging is involved (provided the man satisfies the conditions attaching to payment of lodging allowance) when:

(1) he is transferred on promotion to the depot of his first preference:

(2) he is appointed to a depot (under clause 8 (b) other than that of his first preference:

(3) he has been transferred in the circumstances outlined in (2) and is subsequently transferred to the depot of his first preference provided the distance between his original depot and the depot of his first preference is such that a man transferred direct would be required to lodge.

It is agreed that payment of lodging allowance under the arrangements should be made to a member of the Footplate Staff who, after obtaining a house at a depot of his second preference, is transferred to the depot of his first preference (under Clause 8 (b) of the Promotion Arrangements) and lodges at that place,

provided he satisfies the conditions under which payment of lodging allowance is made. The facilities normally applicable to staff in the case of transfers of promotion, etc. i.e. travelling facilities, removal expenses, etc. will apply.

(b) Staff transferred without Promotion, but not on Redundancy

Staff transferred without promotion but not on redundancy will be paid lodging allowance (subject to the conditions set out in (a) above) only when the transfer is made at the instance of the Management.

(c) Staff transferred owing to Disability

Staff transferred owing to disability will be dealt with in the same way as staff transferred on redundancy.

(d) Settling in Allowance

In view of the fact that, on arriving at a new home station on transfer from a former home station, it is often necessary to take the lodging accommodation readily available, a settling in allowance of £1 per weeks for four weeks to be granted to single men without domestic responsibilities, provided they are transferred:

- (i) on promotion;
- (ii) at the request of the Management;
- (iii) in exercise of their option under Regional Boundary adjustments.
- (iv) on redundancy

(e) Maintenance Allowance

The maintenance allowances payable to junior Traction Trainees transferred owing to redundancy to be as follows:

- (i) Payment of a maintenance allowance of 35p per day (or 17.5p per day if in a Railway Staff Hostel) in respect of Monday to Saturday inclusive each week (irrespective of whether working a five or six week turn) provided that on the day concerned the youth is paid at a rate on the junior scale. For example, if a junior Traction Trainee is rostered for six turns of duty (Sunday excluded) on four of which he is paid at the Traction Trainee's rate, he would be paid the maintenance allowance in respect of two days
- (ii) Juniors who are paid at the Traction Trainee's rate of pay for a full week (Sundays excepted) are not to be granted maintenance allowance.
- (iii) Junior Traction Trainees who are married and qualify for an allowance in accordance with the arrangements set out in the Redundancy Arrangements or C (Travelling Allowance) are to be dealt with under whichever arrangements is the more financially advantageous to them.

B. –MEAL ALLOWANCE (R.S.C. Misc Meeting. 5/1/54)(R.S.J.C. Min G.70.23/10/62)(R.S.C.Letter. 21/8/58 Min. No G 135. 27/6/69)

The amount of meal allowance payable to non-trainmen, working away from their home station, to be £1.83 per day; the conditions of payment to remain as

at present. A meal allowance of £2.76 will be paid to a man in the Conciliation grade who has to purchase a meal when he is away from his home station attending a joint meeting in connection with co-ordination of working, etc. where Salaried Staff also attend. It was agreed that a revised scale of meal and lodging allowances should be reviewed on a 6 monthly basis.

C- TRAVELLING ALLOWANCE (B.T.C. Letter. 19/8/60)

(1) (i) The allowance will be paid only to staff who:

(a) are transferred to such a place that they would normally be required to lodge and if they lodge, would qualify for payment of lodging allowance under the conditions set out in A2 above, and

(ii) The payment will represent payment as for time worked for the full-time occupied in travelling but will be subject to a maximum of 50% of the rate of Lodging Allowance.

(iii) The payment will not in any case extend beyond a period of two years.

For the purpose of applying Clause C (1) (iii) the time involved in travelling will be the time occupied in travelling between the man's home or the man's former home station and the place to which transferred, whichever is the lesser. NOTE: The Income Tax authorities have rules in respect to allowances paid in lieu of lodging allowance or travelling time, that as the allowance is expressed to be payment for the time engaged on travelling and, in fact, is a payment for inconvenience and not reimbursement for expenses of travel, the allowance must be regarded as taxable.

D-ALLOWANCE FOR STORAGE OF FURNITURE (R.S.C.Meeting 5/1/54)

Staff transferred from one place to another who move their family into furnished accommodation and store their furniture but who would otherwise qualify for payment of lodging allowance or payment of travelling allowance under "A" or "C" above, will be paid an allowance to cover reasonable storage charges of their furniture on the understanding that they continue their efforts to obtain unfurnished accommodation.

E- LEAVE FOR THE PURPOSE OF PROCEEDING TO THE PLACE TO WHICH TRANSFERRED.

Men transferred from one place to another will be given reasonable leave with pay for the purpose of travelling to the place to which transferred, the amount of leave to be determined by the circumstances of the case.

F-LEAVE FOR THE PURPOSE OF REMOVING HOUSEHOLD EFFECTS WHEN HOUSING ACCOMODATION HAS BEEN OBTAINED AT THE POINT TO WHICH TRANSFERRED

Reasonable leave of absence with pay will be granted to staff transferred from on place to another, who obtain housing accommodation at the place to which transferred, for the purpose of removing their household effects: the amount of leave to be granted in such cases to be determined by circumstances.

INCOME TAX FLAT RATE ALLOWANCES

Income Tax Flat Allowance - £40 from April 1981

If any member can demonstrate that he/she has paid more on tools, clothing and cleaning than the amount provided, they are entitled , under Section 189, Income & Corporation Taxes Act.1970 to pursue their individual claims with their local Tax Inspector.

LONDON ALLOWANCE (R.S.C. Min 4. 24/4/24)(R.S.J.C. Min G 113. 18/10/66)

Footplate staff employed at Depots and Stations embraced within the area of the Greater London Council, will be paid an allowance of £669 per annum. The London Allowance is considered as “Earnings” for the purpose of calculating the amount due to injured members of the staff under the provisions of the Workmen’s Compensation Act, and is not regarded as an expense allowance separate and distinct from wages. Staff in receipt of the London Allowance transferred on redundancy to posts outside London Area will be allowed to retain their London Allowance on a personal basis until such time as they secure promotion outside the London Area.

LONG SERVICE TESTIMONIAL (B.T.C. Letters. 7/6/57, 18/6/58, 24/6/58) (B.R.B. Letter. 6/5/77)(J.A.C.W. Min 809. 13/3/70)

A standard scheme for recognition of long service was introduced with effect from 1 January 1957, amended December 1969 and May 1977 for all British Railways male staff to be eligible for an award of one of the following items upon completion of 35 years service:

Carriage clock

Wrist watch or Pocket watch

Pair of binoculars

Canteen of cutlery

Stainless steel teaset

Teasmade

Barometer, Thermometer and hygrometer
E.P.N.S Tray
3 piece onyx Smoker's set
Mains/Battery Portable radio
Digital Clock radio
Camera outfit
Travel Alarm clock

- (a) In calculating service, broken periods of service should be aggregated, irrespective of the reason for the break in service.
- (b) In the case of staff who qualify for an award but who die before its presentation, the award should be made posthumously to the next of kin.

NOTE: In normal circumstances, the term "next of kin" in Clause (b) will be restricted to widows/widowers. Any exception to this arrangement in specific cases is left to the discretion of the Chief Establishment and Staff Officer Company but will not go beyond children of the deceased member of staff.

(c) Staff with continuous service with a firm of Cartage Agents or other similar Agency, transferred to the Board's service on and after 1st January 1948 on the absorption of the Agency, to be eligible for an award. The case of staff transferred from the employment of an Agency to the service of one of the former Railway Companies to be dealt with Regionally according to circumstances.

(d) Members of the staff elected to Parliament to be eligible for an award on the basis that the period during which they are eligible for free and reduced travel facilities as Railwaymen shall be considered as Railway Service.

(e) Members of the staff elected for prescribed periods to the Executive Committee of the T.S.S.A, N.U.R AMD or A.S.L.E. & F. to be eligible for an award on the basis that such periods shall be considered as Railway Company Service.

(f) Staff who are absent through sickness, but whose names remain on the books of the Board Company become eligible under the 35 years rule providing the 35 years is completed before the expiry of two years' illness.

(g) Staff who now leave the service due to redundancy at age 55 or over, will qualify for an award provided they have completed the 35 years service.

Staff will be granted a day free from duty with pay, when receiving their long service award.

MEAL TIMES ALLOWANCES (Circular letter 1,858 June 1919)

DRIVERS AND DRIVER'S ASSISTANTS

To have continuous duty. Meals to be taken as opportunity arises. Drivers and Drivers' Assistants working on shunting engines, where the working is continuous it is realised that opportunity for a meal must be given. Although a definite interval cannot be rostered, an interval of 20 minutes shall be arranged between the third and fifth hours of duty.

Drivers and Drivers' Assistants employed full-time on shed duties on any turn should be given a meal interval (not rostered) of 20 minutes between the third and fifth hours of duties.

CONCILIATION GRADES INCLUDING TRAINMEN WHEN STAFF ATTENDING INTERVIEWS AND EXAMINATIONS (R.S.C. Misc. Min. 4. 10/3/61)

The arrangements set out below are to be applied to Conciliation staff (including Trainmen) who are required to be away from their normal duties more than one mile from their home station by reason of being required to attend:

- (1) Rules examination.
- (2) Oral examination for Footplate staff on being passed to act as Driver's Assistant or Driver. Standby Driver or Driver.
- (3) Medical and/or eyesight examinations.
- (4) Medical examinations at the behest of Management prior to resuming duty.
- (5) Interviews at the behest of Management.
- (6) Enquiries in connection with discipline cases as a witness at the behest of the Management.
- (7) Ministry of Transport and other official enquiries Official enquiries (other than Joint Enquiries conducted by the Management and staff representatives.
- (8) Inquests (where instructed to attend by the Management or by the Coroners Court).

(a) Where staff concerned are rostered for continuous duty and are required to attend examinations, interviews etc., away from their normal duties.

(i) Men away from their home station between the third and fifth hours of duty to be paid a meal allowance if they cannot be granted a meal break of 20 minutes between the third and fifth hours either before or after their attendance.

(ii) Men away from their home station for the whole of the two hours between the third and fifth hours to be paid a meal allowance but not to be granted a meal break on returning to duty after the examination, interview etc.

(b) Where the staff concerned are not rostered for continuous duty and are required to attend examinations, interviews etc., away from their normal duties.

A Meal Allowance to be paid if attendance at an examination, interview etc., necessitates men staff being away from their home station during their normal booked meal interval.

The foregoing arrangements do not disturb the existing arrangements for the payment of meal allowance in connection with attendance at a Police Court as a witness on behalf of the Board Company, attendance at co-ordination meetings, etc.

MOVEMENT OF LOCOMOTIVES BY OTHER THAN QUALIFIED DRIVERS. (N.W.B. 31. 20/1/25)

The following arrangements apply, and any difference arising in connection with the application of the principles may be referred to the Local Department Committee for settlement.

- (1) As a general rule, movements of locomotives, whether on running lines or in locomotive sheds and yards shall be made by duly qualified Engineers.
- (2) If at a Locomotive Depot there are no qualified Enginemen available when the exigencies and the immediate interests of the work of the depot necessitate an engine movement being made, such operations may be carried out by a competent person who has been duly authorised by the Company to act under such circumstances.
- (3) The operations referred to in the preceding clause shall be understood to include such engine movements as are necessary
- (4) The provisions of Clauses 2 and 3 are not to be applied to the prejudice of the employment of appointed Enginemen for the performance of duties of the character mentioned, but are agreed in order to meet the working necessities at depots at which the employment of additional men for such purposes is not justified.

ENHANCED PAYMENTS (R.S.N.T. Decision 29. 11/5/64)

NIGHT DUTY

All ordinary time worked between 2100 hours and 0600 hours on weekdays will be paid at the following rates:

Between 2100 hours and 0200 hours – Time and a quarter

Between 0200 hours and 0600 hours – Time and a third

A man working a turn of duty at night of less than his normal rostered hours is to be paid that night enhancement as indicated above only for the period actually worked between 2100 hours and 0600 hours.

SATURDAY DUTY

0600 – 2100 Time and a quarter

OVERTIME

All time worked in excess of the standard hours on weekdays will be paid for at the following rates:

Between 0600 and 2100 hours: First three hours time and a quarter, thereafter, time and a half.

Between 2100 and 0200 hours: time and a half

Between 0200 and 0600 hours: time and seven twelfths

Overtime continuing after 0600 hours following a night turn of duty will be at time and seven twelfths. For the purpose of computing overtime each day shall stand by itself.

Overtime rates shall not apply to any hours worked between midnight Saturday and midnight Sunday, but all time so worked shall be paid for at the Sunday rate. For Sunday/Monday turns of duty, see appropriate page.

O.H.M.S.

(R.E. Letters 422. 28/1/49) (B.T.C. Letters. 15/6/61 and 20/2/63) (B.T.C. Letter. 27/11/62)

TERRITORIAL ARMY AND OTHER VOLUNTARY FORCES OF THE CROWN – LEAVE TO ATTEND ANNUAL CAMP.

Two weeks' paid leave for attending camp will be granted annually to employees joining the Territorial Army and other voluntary forces of the Crown, and whilst at Camp pay will be made up to the standard Civil pay for two weeks.

Where annual leave is taken to coincide with the annual period of camp, the make up of payment be in addition to normal annual leave pay. No distinction in the granting of leave will be made between married and single men.

CALL – UP OF RESERVISTS OF THE REGULAR FORCES Army Reserve Act 162- Territorial Army Every Readies

1. Staff called up for emergency service as Reservists of the Regular Armed Forces will be treated as absent from duty with leave and on their return, subject to being physically and otherwise fit, will be reinstated in positions as nearly as possible similar to those vacated by them.
2. Civil pay will cease on the day on which work with the Board Company ceases,.
3. Staff who have completed 12 months' continuous transport service at the date of call-up and whose civil pay exceeds their service emoluments will be eligible for make-up of civil pay on the basis shown in Clause 4.
4. The civil pay will be the standard rate of pay of the post to which the employee has been appointed at the date of the call-up and will include any allowances which rank as part of the salary or rate of pay which would be included in calculating overtime payments but will not include aggregation allowances, overtime, night duty or Sunday pay, enhanced payment where applicable for work performed on Saturdays, incentive bonus or lieu rates. An employee will be entitled to the benefit of any increments, which may become due on the salary or wages scale of the appointed post while serving with the Forces.

The total service pay and all service allowance will be taken into account in calculating make-up of civil pay, together with the following "home saving" element relating to such items as food, clothing, National Insurance, in respect of which, Servicemen will not be required to bear the cost when away from home.

50p per week for married men or single employees with dependants

£1.00 per week for single men.

5. Any increase in service pay or allowances will necessitate a corresponding reduction of any balance of civil pay.

It will be the responsibility of the employees serving with the Forces to supply full information every three months concerning their service pay and allowances to the appropriate Officer of the Board. Forms will be available on which such information should be submitted. The form should be certified by the appropriate Pay Officer in the Forces. employees in respect of superannuation pension or similar funds will be deducted from any balance of civil pay, and similar arrangements will be made in respect of other authorised deductions. Where contributions are based on the rate of pay, advances of salary or wage which become due will be credited to the individuals concerned for the purposes of determining the amount of contributions.

6. The contributions of employees in respect of superannuation pension or similar funds will be deducted from any balance of civil pay, and similar arrangements will be made in respect of other authorised deductions. Where the contributions are based on the rate of pay, advances of salary or wage which become due will be credited to the individuals concerned for the purposes of determining the amount of the contributions.

In cases in which any balance of civil pay is not sufficient to meet superannuation or other charges, it will be necessary for the individual concerned to make arrangements for the payment of the amounts due.

7. The current arrangements as to the issue of single journey free tickets and privilege tickets will be applicable to staff called-up while serving in the Forces.

Free tickets and privilege tickets will not be granted in cases where men staff are able to recover their fare from the Government, either by warrant or otherwise, for at ordinary rate, provided that all time worked in excess of eight hours on Sunday/Monday turns shall be paid for at the appropriate overtime rate.

The minimum payment will not apply in the following circumstances:

- (a) Men working a short turn for their own convenience, or illness, or
- (b) Men coming late on duty through their own fault.

Where men staff themselves are unable to apply, free tickets and privilege tickets may be issued upon direct application by their wives spouse or partner.

Privilege ticket Identity Cards issued to wives and dependant children would have to be enclosed “(OHMS)” after the grade.

Request forms should be signed by the wife spouse/partner as applicant who should insert on the line for grade- “wife spouse/partner of – e.g. Driver’s Assistant/Driver as on Identity Card – “(OHMS)”.

CREDIT FOR HIGH GRADE TURNS – ATTENDANCE AT ANNUAL CAMP OF TERRITORAIL TERRITORIAL ARMY (R.S.C. Min.707 19/6/51)

Traction trainees and Driver’s Assistants qualified for higher grade work Standby Drivers who are members of the Territorial Army or other similar Service Units involving attendance at an Annual Camp shall be credited with higher grade turns performed during their absence at camp by their immediate juniors to the extent necessary to ensure that a qualified Traction trainee or Driver’s Assistant Standby Driver on return from camp will be paid for work appropriate to his their normal grade or work in the higher grade a rate not less that that being paid to his their immediate juniors in the line of promotion at his their own depot.

NOTE: It is understood that in assessing the position of and individual on return from camp, the comparison for the purpose of determining his their position under the arrangements would not necessarily be confined to the one individual who was his their immediate junior in the line of promotion at the depot.

SUNDAY DUTY (Circular Letter 1.786. April. 1919)(R.S.C. Min 583. 29/10/48)

Sunday turns of duty are excluded from and are not part of the guaranteed week. Neither overtime nor night duty rate applies to any time worked on Sundays. Turns of duty commencing and finishing between midnight Saturday and midnight Sunday shall be paid for at the rate of time – and – three quarters.

PAYMENTS FOR INSTRUCTORS AND TRAINEES WHO ARE DEPRIVED OF A SUNDAY TURN OF DUTY DUE TO THEIR MONDAY SIGNING ON TIME REQUIREMENT (R.S.J.C. Min. No. L.904 – 26/1/83)

Instructors and trainees who are deprived of a Sunday turn of duty due to their Monday signing on time requirement will be settled on a Sunday loss of earnings basis, provided that first priority is given to such Instructors and Trainees when arranging the Sunday Duty Lists at Depots where no arrangements exist for equalisation of Sunday turns of duty and after such priority has been applied a man an Instructor or trainee still cannot be given a Sunday turn to recompense for the one he was not able to be worked.

PROMOTION, TRANSFER AND REDUNDANCY ARRANGEMENTS – FOOTPLATE STAFF – STANDARD ARRANGEMENTS.

1. SCOPE OF SCHEME

The scheme shall apply to all staff in the line of promotion for footplate staff. The recruitment of Traction Trainees will be on a planned basis taking into account the expected footplate staff requirement over a five year period: such recruitment and establishments for Drivers' Relief Assistants will be determined by the Regional Headquarters in consultation with the Regional Section Council "B" and reviewed twice yearly. The grades embraced within these P.T. & R. Arrangements shall be in accordance with MP12 (Revised), dated January, 1976, viz:-

GRADE DESIGNATIONS

GRADE

Traction Trainee/Driver's Relief Assistant

Driver's Assistant/Relief Driver

Driver

2. PROMOTIONAL AREA

The promotional area shall be the whole of British Railways. Each depot or sub-depot shall be considered as a separate unit for promotion and redundancy purposes.

3. ADVERTISING OF VACANCIES FOR DRIVERS' ASSISTANTS AND DRIVERS AND PUBLICATION OF APPOINTMENTS

Except as otherwise provided for in Clause 7, vacancies for Drivers' Assistants and Drivers shall be advertised in the form set out in Appendix "A" at all Depots. Vacancy lists shall be posted on the first Wednesday in January, March, May, July, September and November, and shall remain posted for a period of 14 days.

Men prevented from seeing a vacancy list at their depot owing to absence from duty will be advised in accordance with a procedure to be agreed by the Local Departmental Committee, or Local Representative, of any advertised vacancies in which they are likely to be concerned.

Lists of all successful appointments, showing their seniority dates and depots to which appointed and moves made under other Clauses, where other than on promotion, shall be posted at all depots.

The appointment of all successful applicants shall take effect from the fourth Monday following the closing date of the vacancy list concerned.

“In cases in which redundancy is likely to arise, the Sectional Council ‘B’ concerned shall examine the position and, subject to their advising the Headquarters of the Trade Unions of their proposals and providing no objection is received from Headquarters of the Unions, agree, as necessary, in the light of the circumstances, the extent to which vacancies need not be advertised”.

4. ELIGIBILITY OF APPLICANTS FOR ADVERTISED VACANCIES

Footplate staff shall not be utilised as Drivers’ Assistants, or as Drivers, respectively, until they have qualified by passing the appropriate examinations.

“Re-examinations in the case of men failing to pass the technical examinations shall take place on two further occasions after appropriate further training. The second and third examinations to take place within a maximum of six months, of the preceeding examination, unless exceptional circumstances exist”.

If a Traction Trainee or Driver’s Assistant fails at the third attempt, he shall be removed from the line of promotion for footplate staff, but will be offered suitable employment if this is available.

Traction Trainees declared redundant whilst undergoing training in accordance with MP12 revised, dated January, 1976, shall be dealt with in accordance with these P.T. & R. Arrangements but shall not be transferred to another depot until such time as they have completed such training and passed the relevant examination and been re-designated as Driver’s Relief Assistants.

“Traction Trainees with seniority dated of less than seven days at the date of the posting of the Vacancy list will not be eligible for appointment for Drivers’ Assistant on the particular Vacancy List”.

In the case of a man who has not passed the necessary technical examination for Driver’s Assistant and Driver’s duties respectively and who is the senior eligible applicant (or would be due for appointment at his own depot) for a Driver’s Assistant, or a Driver’s position, as the case may be, the position will be held, if necessary, for a period, as necessary, plus any period of time required for technical training and the passing of the technical and medical examinations from the date originally scheduled for it to be filled. This is to enable the man to take up the position on his passing the technical and medical examinations.

Subject to Clauses 8(d) and 12(c) only Drivers' Assistants put-back, Drivers Relief Assistants and Traction Trainees may apply for advertised vacancies for Drivers' Assistants and only Drivers put-back, Relief Drivers, Drivers' Assistants and Drivers' Assistants put-back may apply for advertised vacancies for Drivers.

Drivers' Assistants/Relief Drivers dealt with under the provisions of Clause 8 of Appendix "C" date 6 and 7 November 1919 to R.E.C. Circular Letter No.1937, are covered by the arrangements applicable to Drivers's Assistants/Relief Drivers generally and, so long as such men are unable to fulfil the conditions for Drivers' Assistants/Relief Drivers outside the limits specified in that Clause, they will be eligible to apply only for vacancies which could be filled by Clause 8 Drivers of that Circular Letter.

5 APPLICATIONS FOR ADVERTISED VACANCIES

Filling of advertised vacancies shall be on applications except as provided for in Clause 6(c) and taking into account priority Registrations.

Men applying for advertised vacancies at more than one depot must indicate in preference order the depots at which they desire to take promotion, or transfer to, in accordance with Clause 8(d), as the case may be. Such applications will be valid only for the current vacancy list.

- (vi) Senior unappointed applicant, provided that he is not junior to the senior unappointed man remaining at the depot concerned who fails to be appointed at his home depot in accordance with the provisions of Clause 6(c)
- (vii) Senior unappointed man at the depot concerned, who fails to be dealt with in accordance with the provisions of Clause 6(c) , if he is senior to all unappointed applicants, or alternatively, if there are no applicants for the vacancy.
- (viii) Applicants for "exhausted" vacancies in their own grade

8 TRANSFER WITHING A GRADE

(a) Mutual Exchanges

Applications shall be accepted for mutual exchange of depots from men of the same grade provided that the senior applicant takes the seniority date of the junior applicant for link seniority purposes and none of the applicants has obtained a transfer under Clause 8(c) or (d) during the previous two years. For Promotion, Transfer and Redundancy purposes seniority shall continue to be calculated in accordance with the provisions of Clause 6(b). Applicants for mutual exchanges should be submitted in writing, by the men concerned, to their local official, who will forward them to Regional level.

(b) Preference Transfers

An applicant for promotion (or reinstatement in the case of men put back) who is allocated and transferred to a depot other than his first preference, as indicated in his current application (which shall be deemed to be his home depot for the purposes of the provisions of Clause 6 (c) shall, unless he cancels his application to transfer to the depot of his first preference under the procedure referred to later in this clause, be transferred to such depot in accordance with Clause 7(ii) as a vacancy occurs, provided that there is no unappointed man senior to him at the depot where the vacancy arises.

Applications made under the foregoing arrangements for transfer within a grade will be acknowledged in writing. In the event of there being more than one registered application under Clause 8(b) for transfer within a particular grade to the same depot, the order of transfer shall be determined by the date of the appointment to the grade. If, however, the registered applicant for transfer to the depot under Clause 8 (b) with the earliest date of appointment to the grade concerned is junior to the senior unappointed man at the depot where the vacancy arises (including any man awaiting transfer to another depot in accordance with Clause 6(d), such vacancy shall not be filled by any registered applicant under Clause 8(b) or under 8(c), but shall be advertised. When two or more applicants under Clause 8(b) have the same date of appointment to the grade, the order of priority for transfer of such applicants as between themselves shall be determined by seniority of service as defined in Clause 6(b).

Any cancellation of an application for transfer made under the provisions of Clause 8(b) must be submitted in writing and will be acknowledged in writing locally on receipt. The cancellations shall not be effective until seven days after the date of the acknowledgement and a man shall be required to transfer to the depot of his preference, if, during the period of seven days, a vacancy for which he is eligible arises in his grade at that depot.

Except in the case of applications for transfer to depots which are subsequently closed or partially closed, applications registered for transfer under Clause 8(b) may not be varied. Cancellations accepted under the preceding paragraph or transfer to another depot under the provisions of Clauses 8(a) or (c) shall terminate all rights to transfer under Clause 8(b) while employed in the same grade.

A man who has an application registered under Clause 8(b) for transfer to a depot which is subsequently closed or partially closed, may substitute another depot for the depot which is closed or partially closed.

A man promoted at his home depot under the provisions of Clause 6(c) shall not be entitled to a transfer under Clause 8(b) unless he was an applicant for one of the vacancies of the list which included the vacancy to which he was appointed.

(c) Accommodation Transfers

In addition to any transfer within the grade which he may have had under the provisions of Clause 8(a), (b) or (d) a man is entitled to two moves, one as a Driver's Assistant and one as a Driver, or two as a Driver, provided in respect of each such move, he has not obtained a transfer under Clause 8(a) or 8 (c) in the previous two years. Registration of two clause 8 (c) applications at the same time is not permitted.

A man desiring such a move must make application accordingly to his local official indicating the depot to which transfer is desired. The application will be acknowledged in writing and such a man shall be transferred in accordance with Clause 7 (iii) to the depot of his choice when a vacancy within his grade occurs provided there is no unappointed man in that grade senior to him at the Depot where the vacancy arises (including any man awaiting transfer to another depot in accordance with Clause 6(d) and there is not man in the particular grade concerned awaiting transfer to that depot under Clause 8(b).

Applications under this Clause which are not submitted locally prior to the Wednesday in the week before the posting of a vacancy list will not be considered by the Management in deciding which vacancies shall be advertised on the particular vacancy list.

In the event of there being more than one registered application under this clause for transfer within the particular grade to the same depot, the order of transfer shall be determined by date of application for transfer. Where application to the same depot is made by more than one man in the grade concerned, on the same day, the order or priority between these particular individuals shall be based on seniority.

Any cancellation of an application for transfer made under the provisions of Clause 8(c) must be submitted in writing and will be acknowledged in writing locally on receipt. The cancellation shall not be effective until seven days after the date of acknowledgement and a man shall be required to transfer to the depot of his choice, if, during this period of seven days, a vacancy in his own grade for which he is eligible arises at that depot.

If a man transfers to another depot under the provisions of Clause 8(a) any outstanding application which he may have registered to transfer under Clause 8(c) shall, automatically, be cancelled unless such application is reaffirmed in writing within 28 days of transfer.

A man who has an application under Clause 8 (c) outstanding for a transfer to a depot which is subsequently closed or partially closed (as defined in Clause 19) may substitute another depot for the depot which is closed, or partially closed, without affecting the original date of registration.

(d) "Exhausted" Vacancies – Drivers and Drivers' Assistants

Vacancies for Drivers and Drivers' Assistants which have been advertised on one, or more, vacancy lists and not filled due to lack of applications for eligible staff, shall be deemed to be "Exhausted" vacancies and advertised as such on the following vacancy list, or vacancy lists. Drivers and Drivers' Assistants at depots where there are no "exhausted" vacancies in their own grade may make application for advertised "exhausted" vacancies in their own grade and in the event of the aforesaid vacancies not being filled in accordance with the provisions of Clause 7(i) to (vii) respectively, the same to be filled by the senior applicants for vacancies in their own grade in accordance with Clause 7(viii). If appointed to a depot other than their first preference no priority registration will be recorded. On being appointed under this clause to an "exhausted" vacancy outstanding entitlements under Clauses 8(a), (b) or (c), will be cancelled, unless reaffirmed in writing within 28 days of transfer. In the event of a Driver's Assistant making application for vacancies in the higher grade and also for "exhausted" vacancies in his own grade preferences will be given for appointment to advertised vacancies in the higher grade. Applicants for "exhausted" vacancies in their grade may make application for such vacancies at one or more depots and state their order of preference for same.

(e) "Lists will be exhibited at all depots in February of each year showing the names of staff with outstanding 8(b) or 8(c) registrations as a reminder that their registrations are recorded. This arrangement does not absolve staff of their responsibility to cancel registrations which they have registered as defined in the requirements of the appropriate Clauses of the P.T. & r Arrangements.

9. LINK POSITION OF MEN TRANSFERRED TO DRIVERS' ASSISTANTS, OR DRIVERS' POSITIONS.

No changes in link position should be made as a result of a vacancy until after the seniority date of the man to be transferred has been ascertained. The Local Department Committee Local Representatives at a depot to which men are transferred under these arrangements shall be supplied with details of the seniority of such men to enable the Committee or Local Representatives to make the necessary link arrangements.

A man transferred from another depot or promoted at his own depot, shall, provided he is physically suitable, take his link position according to seniority, unless this would involve displacing a man already in the link, in which case he shall take the next lower available position and proceed to his appropriate position as future vacancies occur.

10. EXCEPTIONAL CIRCUMSTANCES

(a) When a Driver of a Driver's Assistant has to be provided for on selected footplate duties as a result of a Railway Medical Officer's report, and there is not suitable work available for such a man as his home depot, his case shall be considered on its merits, having regard to the man's circumstances and the possibility of finding his suitable work at another depot. In such event, temporary transfer to another depot shall be arranged in accordance with Clause 7(i). A man whose transfer is deemed to be temporary shall return to his original depot when certified by the Railway Medical Officer as fit to do so, or earlier, if other circumstances permit. A vacancy created by such temporary transfer shall not be filled until such time as the transfer is considered permanent. If the case is not resolved by the Railway Medical Officer's report, the vacancy shall be filled in accordance with the promotional scheme. The arrangements set out in the previous paragraph shall also apply in the case of a man for whom selected footplate duties cannot be found and who is accommodated temporarily in a post outside the line of promotion. Any appeals against transfers made under Clause 10(a) shall be considered by the Sectional Council/s concerned. In applying Clause 10 (a) a Drivers, Or Driver's Assistant for whom selected footplate duties have to be found shall not have the right of displacing a man junior to himself for whom selected duties have already been found.

Men awaiting transfer under Clause 10(a) will not be placed in a vacancy where arrangements have already been made for such vacancy to be filled by 14(a), 14(b), 8(b) or 8(c) registrations. The fact that arrangements have already been made for such vacancies to be filled means that the vacancies are no longer available.

(b) The arrangements set out in this scheme shall not preclude the utilisation of a vacancy to absorb:-

(i) a man whom it is necessary to place in another post for disciplinary reasons, or

(ii) a man who had previously been employed in the line of promotion and who it is desired to reinstate in the line of promotion for Footplate staff.

In the case of a man dealt with under (ii) the Sectional Council concerned shall determine the question of seniority for future promotion purposes.

11. REDUNDANCY – DRIVERS, RELIEF DRIVERS, DRIVERS' ASSISTANTS AND DRIVERS' RELIEF ASSISTANTS – DETERMINATION OF SENIORITY.

For redundancy purposes seniority and juniority shall be based on total service in the line of promotion for Footplate staff...

12. REDUNDANCY – DRIVER, RELIEF DRIVERS, AND DRIVERS' ASSISTANTS – DISPOSAL OF SURPLUS STAFF

(a) Where in the incidence of higher grade work at a depot is such as to require a man to work regularly in the higher grade for three or more days per week, redundancy is not to be declared in the higher grade up to the equivalent number of men pro-rata to the number of days higher grade work performed.

At a depot where redundancy arises the junior man or men at the depot in the grade concerned will be notified accordingly in writing and be given an opportunity to indicate his/their willingness to transfer within his/their grade to another depot within the Region or Promotional Area in order to retain their grade and staff list rate of pay. Redundancy notices will be issued of the Wednesday 14 days prior to the posting of the bi-monthly Footplate Staff Vacancy List. A redundant man who is willing to transfer for this purpose shall be required to indicate accordingly in writing within 28 day. The appropriate form for this purpose is included in Appendix "D".

(b) Where no such indication is given within a period of 28 days, the man concerned shall be regarded as not wishing to transfer and shall be put back to the next lower grade at his home depot with designation as Driver-put-back, as the case may be, and paid at the appropriate rate in accordance with the agreed arrangements.

(c) Men who have indicated their willingness to transfer to another depot in accordance with Clause 12 (a) will be transferred to vacancies in their grade advertised in the vacancy list current during the period of their redundancy notice, and the men should indicate their order of preference for such vacancies.

Where the number of vacancies in the grade of Driver or Driver's Assistant, as the case may be, advertised in a vacancy list is insufficient to absorb all the redundant men in that grade who are awaiting transfer, such men, if not themselves the juniors in the Region or Promotional Area, shall be notified of the depots at which the juniors in the Region or Promotional Areas, up to the number required, are located, and they should include such depots in their order of preference.

Such preferences shall be given consideration in seniority order but no guarantee of transfer to any particular vacancy can be given.

(d) When the junior man or men in the grade concerned in the Region or Promotional Area become redundant either directly or by the operation of Clause 12(c) they shall be put back to the next lower grade, with the designation of Driver-put-back, or Driver's Assistant-put-back, and paid at the appropriate rate in accordance with the agreed arrangements. But so long as they are in receipt of their staff list rate of pay they may be transferred to

advertised vacancies in the grade from which they were put back in accordance with the provisions of Clause 7(iv).

(e) Men who have indicated their willingness to transfer in accordance with Clause 12(a) shall retain their staff list rate of pay pending provision being made for them under the arrangements set out in Clause 12(c).

Junior men for whom no vacancies in their own grade are available in the vacancy list current during the period of their redundancy notice shall retain their staff list rate of pay until restored to the grade from which reduced. While men are retaining their staff list rate of pay under this paragraph, they may be employed on work in their own or a lower grade at their home depot. If, however, such work should not be available at their home depot, e.g. at small depots, they may be employed temporarily in their own or lower grade at an adjacent depot without change of home depot.

(f) In the case of a man willing to transfer in order to retain his grade, where it is not possible to provide him with work in the lower grade at his own depot, he shall be so informed and given a further opportunity of indicating his willingness to transfer under the provisions of Clause 12(a).

(g) If, after the operation of Clause 12(f), the redundant Driver's Assistant cannot be put-back and transferred to a vacancy in a lower grade at another depot and has not indicated his willingness to transfer under the provisions of Clause 12(a) he shall be discharged.

- (h) If redundant Drivers' Assistants/Relief Drivers who have indicated their willingness to transfer but who cannot be accommodated either in their own or the lower grade are the juniors in their Region or Promotional Area (according to redundancy options), they shall be discharged.
- (i) Junior Drivers' Assistants/Relief Drivers who are displaced by the transfer of redundant Drivers' Assistants/Relief Drivers from other depots will not be discharged if they can stand put back at their own depot, or, failing this, if willing to transfer, in a vacancy in the lower grade at another depot.
- (j) Drivers' Assistants/Relief Drivers, on being discharged under Clauses 12(h) and (i) shall be given the opportunity to indicate whether or not they would be willing to be reinstated in future essential vacancies.
- (k) Written acknowledgement will be given locally to Drivers' Assistants/Relief Drivers who indicate, in writing, their willingness to be reinstated in accordance with Clause 12 (j).

13. REDUNDANCY – DRIVERS AND DRIVERS' ASSISTANTS – PRIORITY OF PUT-BACK MEN FOR HIGHER GRADE WORK.

Where there are Drivers-put-back who are junior to Drivers' Assistants, or Drivers' Assistants put-back who are junior to Traction Trainees/Drivers' Relief Assistants, at the same depot such put-back men shall be regarded as senior to the Drivers'

Assistants, or Traction Trainees/Drivers' Relief Assistants, as the case may be, for higher grade duty. A man put-back who is senior to a redundant man retaining his staff list rate of pay and awaiting transfer, shall be regarded as being senior to him for work in the grade from which he was put-back.

14. REDUNDANCY – DRIVERS, RELIEF DRIVERS AND DRIVERS' ASSISTANTS. RESTORATION OF STAFF DISPLACED.

- (a) Redundant men transferred to retain their grade shall, unless they signify in writing that they do not wish to exercise their rights under this paragraph, be given an opportunity as vacancies occur of retransferring to the depot at which they originally became redundant, provided they are still in the grade in which they became redundant. Re-transfer under this paragraph shall be arranged in seniority order and in accordance with Clause 7(i), but shall not be permitted if there is a put-back man senior to them, stationed at a depot to which re-transfer is desired, awaiting reinstatement to the grade concerned.
- (b) Subject to the provisions of Clause 14(a) a put-back man shall be reinstated at his own depot in the grade from which he was put-back when a vacancy occurs in that grade at that depot.
- (c) Put-back men apply in accordance with Clause 4 for advertised vacancies at other depots in the grade from which they were put-back and such applications will be dealt with in accordance with Clause 7(iv) or (v). On appointment to such vacancies they will relinquish their rights under Clause 14(b).
- (d) A man put-back owing to his unwillingness to transfer may not subsequently displace at another depot any man in the grade from which he was put-back.
- (e) Applications registered under Clause 8(b) or 8(c) will remain valid despite subsequent redundancy but will only be considered in connections with vacancies in the grade to which the application related. Redundant men transferred under Clause 8(b) or 8(c) will have no further rights under Clause 14(a).
- (f) Redundant men who have a right under Clause 14(a) to transfer to another depot which is subsequently closed or partially closed may substitute another depot within 28 days of receipt of notification from Management.
- (g) Relief Drivers and Drivers' Assistants who were discharged from the service under Clause 12(h) and (i), but who had indicated their willingness to transfer to other depots shall be offered, in seniority order, essential Drivers' Assistants' vacancies which arise at any depot within the Region or Promotional Area, provided that they shall not be offered reinstatement at the depot at which they became redundant so long as there are other Relief Drivers or Drivers' Assistants senior to them who are awaiting re-transfer from other depots to that depot under Clause 14(a) and provided such vacancies are not required to accommodate men already in the service. Only one offer of reinstatement under this clause shall be made to each individual and, in the event of such offer not being accepted within 28 days the individual shall have no further reinstatement rights.

- (h) On reinstatement under the provisions of Clause 14(g) Relief Drivers and Drivers' Assistants shall resume their original seniority date.
- (i) Relief Drivers and Drivers' Assistants who became redundant but who were not willing to transfer to another depot and who were discharged under Clause 12(g) shall, subject to the provisions of Clauses 14(a) and 14 (g) and before new entrants are engaged, be given one offer of re-engagement as essential vacancies for Drivers' Assistants arise at the depot from which they were discharged, provided such vacancies are not required to accommodate me already in the service. If this offer is accepted within 28 days they will be re-engaged and their seniority date for future promotion and redundancy purposes will, notwithstanding the provisions of clause 6(b), be the date of re-engagement antedated to the extent of a period equivalent to the length of their former service in the line of promotion for Footplate Staff. If the offer is not accepted within 28 days they shall have no further re-engagement rights.
- (j) Reinstatement or re-engagement of Relief Drivers and Drivers' Assistants who have been discharged will be subject to physical fitness.

15. REDUNDANCY – TRACTION TRAINEES/DRIVERS' RELIEF ASSISTANTS – DISPOSAL OF SURPLUS STAFF.

(a) At a depot where there is redundancy in the grade of Traction Trainee/Drivers' Relief Assistant the junior or juniors, surplus to requirements, will be notified accordingly in writing and be given an opportunity to indicate their willingness to transfer within their grade to another depot within the Region or Promotional Area.

Redundancy notices will be issued on the Wednesday 14 days prior to the posting of the bi-monthly Footplate Staff vacancy list, and coincidentally with the posting of the bi-monthly Footplate Staff Vacancy List, redundant Traction Trainees/Drivers' Relief Assistants will be issued with a list showing where vacancies for Drivers' Relief Assistants are available within the Region or Promotional Area. A redundant man who is willing to transfer for this purpose shall be required to indicate accordingly in writing within 28 days. The appropriate form for this purpose is included in Appendix E.

(b) Such Traction Trainees/Drivers' Relief Assistants who indicate within 28 days their willingness to transfer shall be discharged from the service.

(c) Traction Trainees/Drivers' Relief Assistants who indicate within 28 days their willingness to transfer shall be transferred to depots where vacancies for Drivers' Relief Assistants exist, or, if there are no such vacancies or there are insufficient vacancies to absorb the whole of such redundant Traction Trainees/Drivers' Relief Assistants, and the redundant Traction Trainee/Drivers' Relief Assistants who cannot be accommodated in vacancies are not themselves the juniors in the Region or Promotional Area, they shall displace the juniors in the Region or Promotional Area.

(d) If redundant Traction Trainees/Drivers' Relief Assistants who have indicated their willingness to transfer but who cannot be accommodated in vacancies are the juniors they

shall be discharged, but shall be given the opportunity to indicate whether or not they would be willing to be reinstated to future vacancies.

(e) The Junior Traction Trainees/Drivers' Relief Assistants who are displaced by transfer of redundant Drivers' Relief Assistants from other depots and who have indicated their willingness to transfer but who cannot be accommodated at another depot in the Region/Promotional Area shall be discharged but be given the opportunity to indicate whether or not they would be willing to be reinstated to future vacancies.

(f) Written acknowledgement will be given locally to Traction Trainees/Drivers' Relief Assistants who indicate in writing their willingness to be reinstated in accordance with Clauses 15(d) and 15(e).

16 REDUNDANCY- TRACTION TRAINEES/DRIVERS' RELIEF ASSISTANTS – RETURN OF STAFF TRANSFERRED TO OTHER DEPOTS IN THE REGION OR PROMOTIONAL AREA.

Traction Trainees/Drivers' Relief Assistants who have been:-

(a) transferred owing to redundancy to other depots under Clause 15(c): or

(b) reinstated at another depot under Clause 17(a)

shall be given one opportunity of returning as and when vacancies occur, to the depot at which they became redundant, unless they indicate their desire in writing not to return to such depot.

Such Traction Trainees/Drivers' Relief Assistants shall be considered for return, in seniority order, before the reinstatement or the re-engagement of Traction Trainees/Drivers' Relief Assistants who were discharged owing to redundancy and before the engagement of new entrants.

Traction Trainees/Drivers' Relief Assistants who are awaiting return to a depot under the provisions of this Clause shall, if that depot is in the meantime closed or partially closed, be given an opportunity of indicating another depot to which they desire to be transferred.

17. REDUNDANCY – TRACTION TRAINEES/DRIVERS' RELIEF ASSISTANTS – REINSTATEMENT OR RE-ENGAGEMENT

(a) Traction Trainees/Drivers' Relief Assistants who were discharged from the service under Clause 15(d) and (e), but who had indicated their willingness to transfer to other depots shall be offered, in seniority order, Drivers' Relief Assistants' vacancies which arise at any depot within the Region or Promotional Area, provided that they shall not be offered reinstatement at the depot at which they became redundant so long as there are other redundant Traction Trainees/Drivers' Relief Assistants senior to them who are awaiting re-transfer from other depots to that depot under Clause 16.

(b) On reinstatement under the provisions of Clause 17(a) Traction Trainees/Drivers' Relief Assistants shall resume their original seniority date.

(c) Traction Trainees/Drivers' Relief Assistants who became redundant but who were not willing to transfer to another depot and who were discharged shall, subject to the

provisions of Clause 16 and 17(a) and before new entrants are engaged, be given one offer of re-engagement as vacancies for Drivers' Relief Assistants/Traction Trainees arise at the depot from which they were discharged. If this offer is accepted within 28 days they will be re-engaged and their seniority date for future promotion and redundancy purposes will, notwithstanding the provisions of Clause 6(b), be the date of re-engagement antedated to the extent of a period equivalent to the length of their former service in the line of promotion for Footplate staff. If the offer is not accepted within 28 days, they shall have no further re-engagement rights.

(d) Reinstatement or re-engagement of staff who have been discharged shall be subject to physical fitness.

18. CLOSING OF DEPOTS

Prior to the closing of a depot, Sectional Councils "B" will be notified and shall give consideration to the arrangements to be made for the transfer of the work to other depots and the placing of redundant staff. Such arrangements shall have due regard to the general principles of this scheme.

Staff transferred within their grade to another depot owing to the closing of the depot at which they were located shall be regarded as covered by the principles of clause 14(a) and 16 as the case may be, but shall in all cases be given the opportunity of naming an alternative depot to which they wish to ultimately transferred as the equivalent of the depot at which they became redundant.

For the effect of the closing of depots of registered applications for transfer, see Clauses 8,14 and 16.

19. PARTIAL CLOSING OF DEPOTS

Where there is a partial closure of a Depot it shall be open for the staffing arrangements to be considered by Sectional Councils "B" in the same manner as is operative in cases where there is a complete closure of a depot. It shall be considered to be a partial closure of a depot when the number of positions remaining at the depot are not sufficient to enable staff with registered applications under Clauses 8.14 and 16 to transfer, or return to the depot, as the case may be, within a reasonable period of time as decided by the appropriate Section Council.

20. OPERATION OF THE SCHEME

These arrangements shall apply on and from Monday 17 August 1981 and as from that date shall supersede the existing standard arrangements with regard to promotion, transfer, redundancy and seniority of Traction Trainees/Drivers' Relief Assistants, Drivers' Assistants/Relief Drivers and Drivers.

APPENDIX "A"

..... BRITISH RAILWAYS OFFICE

.....DATE

VACANCY LIST NO:

VACANCIES FOR FOOTPLATE STAFF.

There are vacancies at the Depots shown below and applications for these are invited.

Depot at which Vacancy exists	Grade	No. of vacancies	Men eligible to apply w Seniority date not Later than

Note: All applications must be submitted on the form provided, to reach the appropriate local official not later than 9a.m. on Thursday the20..... And no cancellation will be accepted after that time.

APPENDIX "B"
BRITISH RAILWAYS

.....REGION
APPLICATION FOR ADVERTISED
VACANCY

FOR OFFICE USE ONLY	
Office Stamp	
Date Acknowledged	
Seniority date checked	

VACANCY LIST NO:.....

Full name (block letters)		Seniority date
Present depot		Present grade

I hereby apply for a position as as advertised in
(grade)

Vacancy List No:.....my preference for Depot location being in
the following order:

Depots in Preference Order (showing Regions)

- | | |
|--------|---------|
| 1..... | 8..... |
| 2..... | 9..... |
| 3..... | 10..... |
| 4..... | 11..... |
| 5..... | 12..... |
| 6..... | |

Note: First preference may be a depot (including the home depot) for which no vacancy is advertised in the above mentioned vacancy list.

Signature of Applicant.....

Date

ACKNOWLEDGEMENT

* Application for vacancy as.....advertised in Vacancy
List No.....received...

* To.....

* To be completed by applicant.

Office Stamp
APPENDIX "C"
BRITISH RAILWAYS

FOR OFFICE USE ONLY	
Office stamp	
Date acknowledged	
Seniority date checked	

.....REGION
APPLICATIONS FOR ADVERTISED
EXHAUSTED VACANCY
VACANCY LIST No:

Full name (block letters)		Seniority date date
Present depot		Present grade

I hereby apply for a position as as advertised in
(grade)

Vacancy List No.....my preference for Depot location being in the
following order:

Depots in Preference Order (showing Regions).

- | | |
|--------|---------|
| 1..... | 8..... |
| 2..... | 9..... |
| 3..... | 10..... |
| 4..... | 11..... |
| 5..... | 12..... |
| 6..... | |
| 7..... | |

Signature of Applicant.....
Date.....

ACKNOWLEDGEMENT

* Application for exhausted vacancy as..... advertised in Vacancy List
No:.....received.

* To
.....
Office stamp

* to be completed by applicant.

APPENDIX “D”

BRITISH RAILWAYS BORAD
BRITISH RAILWAYS.....REGION

.....Station or depot
.....date

Full name.....present grade.....

Present station or depot.....

REDUNDANCY NOTIFICATION – DRIVERS, RELIEF DRIVERS, DRIVERS ASSISTANTS

I regret to inform you that in consequence of a reduction in the Footplate Staff requirements at your Depot you have become redundant in your present grade. In accordance with Clause 12 of the Scheme of Promotion, Transfer and Redundancy for Footplate Staff, you are required to (1) to indicate your willingness or otherwise to transfer within your grade to another Depot within this Region or within the promotional area which is the whole of British Railways in order to retain your grade and staff list rate of pay, or (2*) under the amplified Redundancy Agreement operative from 2 September 1957, to indicate whether you are prepared to transfer to a vacancy within your grade at a Depot within a reasonable distance (either in your Region or in the promotional area) in order to retain your staff list rate of pay.

If you are willing to transfer, you should complete the relative portion of this communication, detach it, and return it to me within twenty eight days. Only one of the four choices indicated therein should be opted for, and no subsequent variation can be accepted.

In accordance with the agreed arrangements, if you indicate within twenty eight days your willingness to move to another Station/Depot you should in accordance with Clause 12(c) of the Scheme, apply for vacancies in your grade advertised in the vacancy list current during the period of this redundancy notice.

If the completed reply portion of this form is returned showing that you are prepared to transfer within a reasonable distance, you will, if possible, be retained at your present Station/Depot at your present rate of pay for the appropriate period pending a suitable vacancy arising, and will be utilised as Driver Put Back or Driver’s Assistant Put Back (whichever applies) during the waiting period.

Because you may not be successful in obtaining a transfer to a vacancy in your own grade and because you are not yourself the junior (or one of the juniors) in the Region or promotional are, you will be notified of the depots at which the junior or juniors in the Region, OR in the Promotional Area are stationed, and, according to whether you have already opted to move within the Region or within the promotional area, you should include such appropriate depot in your list of preferences.

If the completed reply portion of this communication is not received from you within twenty eight days you will be regarded as not willing to transfer and will be put back to the next lower grade and designated Driver Put Back or Driver's Assistant Put Back as the case may be, and paid at the appropriate rate in accordance with the agreed arrangements.

(signed)
(Local Officer)

* Applies only to married men or a single man or widower with dependants living with him, or a householder.

APPENDIX "E"

BRITISH RAILWAYS BOARD
BRITISH RAILWAYS.....REGION
.....Station or Depot
.....Date
Full Name.....Present Grade
Present station or Depot.....

REDUNDANCY NOTIFICATION- TRACTION TRAINEES/DRIVER'S RELIEF ASSISTANTS.

I regret to inform you that in consequence of a reduction in the Footplate Staff requirements at your Depot, you have become redundant in your present grade. In accordance with Clause 15 of the Scheme of Promotion, Transfer and Redundancy for Footplate Staff, you are required (1) to indicate your willingness or otherwise to transfer within your grade to another Depot within this Region or within the promotional area which is the whole of the British Railways in order to retain your grade and staff list rate of pay, or (2*) under the amplified Redundancy Agreement operative from 2 September 1957, to indicate whether you are prepared to transfer to a vacancy within your grade at a Depot within a reasonable distance (either in your Region or in the promotional area) in order to retain your staff list rate of pay. If you are willing to transfer, you should complete the relative portion of this communication, detach it and return it to me within twenty eight days. Only one of the four choices indicated therein should be opted for, and no subsequent variation can be accepted.

In accordance with the agreed arrangements, if you indicate within twenty eight days your willingness to move to another Depot you will be transferred to a vacancy in your grade in accordance with Clause 15(c) of the Scheme of Promotion, Transfer and Redundancy for Footplate Staff. A list showing those depots where vacancies for Driver's Relief Assistants exist will be given to you no late than 14 days from the date of this notification of redundancy.

Because you may not be successful in obtaining a transfer to a vacancy in your own grade and because you are not yourself the junior (or one of the juniors) in the Region or promotional area, you will be notified of the depots at which the junior or juniors in the Region OR in the promotional area are stationed, and, according to whether you have already opted to move within the Region or within the promotional are, you should include such appropriate depots in your list of preferences.

If the completed reply portion of this communication is not received from you within twenty eight days you will be regarded as not willing to transfer and will be discharged from the service.

(signed).....
(Local Officer)

* Applies only to married men or a single man or widower with dependants living with him, or a householder.

REDUNDANCY NOTIFICATION REPLY FORM

Full Name.....Present Grade.....
(Surname first-Block Letters)
Present Depot.....Date.....

REDUNDANCY TRANSFERS

I am willing to transfer:-

- (1) To any Station/Depot in my present Region in order to retain my present grade and staff list rate of pay.
- (2) To any Station/Depot in the promotional area in order to retain my present grade and staff list rate of pay.
- (3*) To any Station/Depot in my present Region within a reasonable distance of my present Station/Depot in order to retain my staff list rate of pay.
- (4*) To any Station/Depot in the promotional area within a reasonable distance of my present Station/Depot in order to retain my staff list rate of pay.

(Delete the three items which do not apply)

* Apply only to a married man or a single man or widower with dependants living with him, or a householder.

To: Local Officer

(Signed).....

RATES OF PAY: RAILWAY STAFF

RAILWAY SUPERVISORS (other than Workshop and Electrical Supervisors)

Grade "A"

Grade "B"

Grade "C"

Grade "D"

Grade "E"

Up to date figures
to be added at a
later date

FOOTPLATE STAFF

Traction Trainee 18 years & above

Driver's Relief Assistant

After 100 Driver Assistant turns have been worked

DRIVER'S ASSISTANT

After 10 years' of service in the grade or

15 years' service in the line of promotion

After 18 years' service in the grade or

21 years' service in the line of promotion

RELIEF DRIVER

After 10 years' service in the grade or

15 years' service in the line of promotion

or, regardless of length of service, after 100

driving turns have been worked

After 18 years' service in the grade of 21 years'

Service in the line of promotion.

DRIVER

Shunt Driver

Train Driver

JUNIOR CONCILIATION STAFF

Age 16

Age 17

LONDON ALLOWANCE

London Allowance of £12.82p.w. (non-enhanceable) to be paid in addition to the above rates of pay to those staff who qualify, from 1st July 1981.

MINIMUM EARNINGS LEVEL

The minimum earnings level has been increased to £89 per week. Adult Staff with new rates of pay below £89 following the 4.9 per cent increase will receive a further rate of pay increase of 50p per week on basic rate. This is already included in the rates of pay of the appropriate grades.

FOOTPLATE MILEAGE SCALE EFFECTIVE 26/4/74

(APPENDIX "B1" to Circular Letter No.121)

Mileage band	Minutes Pay
200-214	110
215-229	140
230-244	170
245-259	200
260-274	230
275-289	260
290-304	290
305-319	320

And so on.

Ancillary payments: 1 hour spent on ancillary duties as defined to rank for 30 minutes ancillary payment.

POINTS OF INTERPRETATION R.S.N.T. DECISION NO.62

(Appendix to R.S.J.C. Min No. L 830, 23/4/81.)

<i>Question</i>	<i>Answer</i>
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<p>1. How is a Relief Driver to be paid when Performing Driver duties?</p> <p>2. How is a Relief Driver to be paid during Annual Leave, Bank and Public Holidays When not required for duty, or for lieu Leave?</p> <p>3. How is a Driver's Assistant who had Been appointed to a Driver's post to have His rate of pay calculated bearing in mind the Agreement reached in R.S.J.C. Min.No. L. 8/2/78?</p> <p>4. How is a Relief Driver who has been appointed to a Driver's post to be paid when he requires some form of training before taking up his Driving duties?</p> <p>5. How is a Driver on a Passenger Station pilots to be paid?</p> <p>6. How is a Driver-put –back to be paid?</p> <p>7. How is a Train Driver to be paid when accommodated, at own request, on shunting turns?</p> <p>8. How is a Train Driver to be paid when</p>	<p>In accordance with the type of driving Work he performs</p> <p>The same basis for entitlement of a Driver's Rate will apply as it does currently. If a man Is entitled to a Driver's rate of pay and more Than 50% of the turns required are train Driving, then that rate of pay should be paid (50 turns in previous 12 months required so 25 Driving turns would be the deciding factor) IT WILL NOW BE NECESSARY TO KEEP SEPARATE SHUNT/TRAIN DRIVING RECORDS FOR HIGHER GRADE DUTY. For turns worked prior to 23/4/79, these to be Counted as TRAIN DRIVING as no records Had been kept.</p> <p>To be paid at the rate applicable to the link in Which the man is placed.</p> <p>To be paid at the rate applicable to the link in Which the man is placed.</p> <p>To be paid at the Driver's rate.</p> <p>If a Driver-put-back qualifies under the Existing agreed redundancy arrangements To retain his rate of pay whether it be Train Or Shunt Driver, this will be the governing Factor.</p> <p>If under 60 years of age to be pad the first 12 Weeks at the Train Driver's rate of pay, then At the rate applicable to the link in which the Man is placed.</p> <p>To be paid in accordance with the rate</p>
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<p>accommodated, for disciplinary reasons, on shunting turns?</p> <p>9. What is the deciding factor whether a link is classified as a TRAIN or SHUNT link for payment purposes?</p> <p>10. Where there are separate 'spare' links at depots, how are Drivers in such links to be paid?</p> <p>11. How is a Driver to be paid who when in a lower grade was restricted to Shed and Yard limits and whose restriction continues after being promoted to Driver?</p> <p>12. How is a Driver transferred as a result of redundancy to a Driving position at a depot with shunt work only or to a shunt link, to be paid?</p> <p>13. How is a Driver to be paid when he is transferred to a Driving Position at a Shunt depot following a depot closure?</p> <p>14. How is a Driver to be paid when leave of absence is required to undertake civic or public duties?</p> <p>15. How is a Driver to be paid on working his Rest Day?</p> <p>16. How is credit/payment to be recorded/calculated for Relief Driver entitled to claim as a result of Driver working his rest day?</p> <p>17. How is a Train Driver to be paid when, at age 60 years or over, he applies to be placed</p>	<p>Applicable to the link in which accommodated</p> <p>* If more than 25% of the Mon to Sat work in the link is diagrammed train working then the link is to be designated as a TRAIN link for pay purposes.</p> <p>* If more that 25% of the Monday to Saturday work in the link is diagrammed train working then the link is to be designated as a TRAIN link for pay purposes.</p> <p>To be paid as a Shunt Driver.</p> <p>If the individual qualifies under the agreed Redundancy arrangements he will retain His existing rate of pay.</p> <p>If the individual qualifies under the agreed Redundancy arrangements, he will retain his Existing rate of pay.</p> <p>The entitlement is to be based on the Individuals current rate of pay.</p> <p>Drivers to be paid at the higher rate dependant On their own or the work performed – eg. if a Train Driver performing Shunt Work, he is to Be paid Train Driver's rate. If a Shunt Driver Performs Train Drivers' work, he is to be paid Train Drivers' rate.</p> <p>Credit/payment is to be based on the type of Actual work i.e. Shunt or Train performed by The Driver working his rest day.</p> <p>To be dealt with in accordance with Clause (a) of R.S.J.C. Minute No. L260.19/12/62.</p>
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on shunting work?

18. How is a Train Driver to be paid when displaced from a train driving link due to a reduction in train driving work and placed in a shunt driving link?

19. How is a Driver/Relief Driver, when driving, to be paid who was 50 years of age and over at 23rd April 1979?

20. How would a Train Driver be paid when accommodated on a shunt driving turn by the L.D.C. in order that he may undertake civic or Public duties?

21. How would a Shunt Driver or a Relief Driver be paid who would have been engaged in train driving duties but for the fact that he was accommodated on shunt driving duties by the L.D.C. in order that he may undertake Civic or public duties?

22. How would a Driver be paid who, having been dealt with under Clause 9 of the P.T. & R.A. is awaiting appointment to his appropriate Link position in accordance with his seniority?

23. What is the position of a Driver who prior to 23rd April 1979 was employed at a depot wholly confined to shunting duties?

He shall retain the Train Driver's rate of pay.

Principle outlined in Clause 1 of the Appendix to R.S.J.C. Min No. L235, 10/11/61 Should apply in respect of Drivers. Relief Drivers to be paid according to work Performed.

Principle covered by Clause (b) of R.S.J.C. Min. No. L290, 25/4/63, should apply. He Would be paid at the Train Driver's rate.

A Shunt Driver's entitlement to be based on The individual's current rate of pay. i.e. shunt Driving rate. A Relief Driver to be paid in Accordance with the work actually performed.

He would be paid at the Train Driver's rate if The link to which he is awaiting appointment Is a train driving link.

The principles outlined in Clause 2 of the Appendix to R.S.J.C. Min No.L235. 10/11/61 should apply. Applications to be received not later than Monday 4th August 1980. Such applications will have a registered date of 23rd April 1979 but will not be acted upon until after the closing date of 4th August 1980. This arrangement is outside and additional to His normal entitlement to a Clause 8(c) Transfer. Pending transfer to a depot with Driving work, a Driver would be paid as a Train Driver from date of application.

<p>24. What is the position of a Driver having a registered application to transfer to a depot wholly confined to shunting duties under the relevant Sub-Clauses of Clauses 8 and 14 of the P.T. & R.A. (except Clause 8(a) prior to 23rd April 1979)?</p>	<p>The principle outlined in Clause 2 of the Appendix to R.S.J.C. Min No. L235, 10/11/61 Should apply.</p>
<p>25. What is the position of a Shunt Driver, or a Relief driver, when acting as a ‘Rider’ on a ‘dead’ locomotive?</p>	<p>* Footplate staff utilised to act as a ‘Rider’ on a ‘dead’ locomotive will be paid at their substantive rate of pay.</p>
<p>26. a. What rate of pay would a Shunt Driver or a Relief Driver receive when engaged on train conducting?</p>	<p>He should be paid at the Train Driver’s rate Of pay.</p>
<p>b. What rate of pay would a Shunt Driver receive when engaged on route learning?</p>	<p>* He should be paid at the substantive rate of pay.</p>
<p>27. Should a Shunt Driver receive priority for a train driving turn over a Relief Driver?</p>	<p>A Shunt Driver should receive priority over a Relief Driver for train driving duties in Accordance with local arrangements for Rostering, and subject to route and traction Knowledge.</p>
<p>28. What is the position of a Relief Driver who is booked for a train driving or a shunt driving turn which is subsequently cancelled, having regard to the previous provisions of R.S.C., N.U.R. AND A.S.L.E. & F. Min No. 714, 24/9/51?</p>	<p>If he books of for a rostered train driving turn (or shunt driving) but is not required, he shall be given credit and payment for the higher grade turn, according to the type of turn (train or shunting) for which he was marked up.</p>
<p>29. What is the position of a Shunt Driver who is booked for a train driving turn which is subsequently cancelled?</p>	<p>If he books on for a rostered train driving turn But is not required he shall be given credit And payment for a train driving turn.</p>
<p>30. What is the position in the case of a Relief Driver, or a Shunt Driver, who is booked for Main line relief work, but is not required?</p>	<p>If he books on for rostered main line relief Work associated with driving duties but is not Required he shall be given credit and payment For a train driving turn.</p>
<p>31. How is a Shunt Driver or Relief Driver to be paid in respect of a train driving turn for which he is booked on a Sunday that is subsequently cancelled?</p>	<p>If the period of notice of cancellations of a Rostered Sunday turn of duty is less than 48 Hours prior to the rostered Sunday booking-On-time he would be paid in accordance with</p>

	The national agreement at the train driving Rate of pay. If required to work he will be paid At train driving rate.
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*Subject to agreement Management applying to their interpretation.

RATES OF PAY-DRIVER'S ASSISTANT APPOINTED DRIVER

- (a) A Driver's Assistant selected for appointment as a Driver would be designated "appointed Driver in training" and would be paid an allowance to give him the equivalent rate of pay of a Driver.
- (b) The Driver's Assistant would be paid the Higher Grade rate as from the appointment date subject to the acceptance of the following arrangements.
 - (i) A Driver's Assistant promoted to the grade of Driver at another depot would be transferred to his new depot as from the date of appointment in accordance with Clause 3 of the Promotion, Transfer and Redundancy Arrangements for Footplate Staff.
 - (ii) In the event of a training course not being immediately available in which a man could be placed (or in the case of a man who had transferred and after training had failed his examination and was awaiting further training), such a man should be utilised in accordance with locally agreed arrangements to the best advantage on duties associated with footplate grades, such as familiarisation with the type of traction on which he would eventually be required to work, where appropriate acting as Driver's Assistant, and engaging in any other activity of an informative nature which would be of assistance to him to become a qualified Driver.

DRIVER'S ASSISTANT TRAINING AND EXAMINATIONS AFTER 5 YEARS

- (i) Footplate staff who attain five years in the grade of Driver's Assistant on or after 1 January 1981 will, on passing the Technical and Medical examinations for driving duties at the first attempt, receive the appropriate Relief Driver's rate of pay from the day following these examinations. Where the date of passing is later than one year after completion of five years in the grade of Driver's Assistant, retrospective payment of the appropriate Relief Driver's rate of pay will be made to the date at which five-and-a-half years in the Grade of Driver's Assistant has been completed. Those staff with six years or more in the grade of Driver's Assistant as at 1 January 1981 will, on being passed for Driving duties at the first attempt, received the appropriate Relief Driver's rate of pay retrospective to 1 January 1981. Those staff who fail at the first and/or second attempt will receive the appropriate Relief Driver's rate of pay from the day following their successful completion of the Technical and Medical examination for driving duties. The above arrangements will not necessarily apply in those cases

where delay in training has occurred through no fault of Management, eg sickness and/or absence from duty of the individual concerned.

MINIMUM EARNINGS LEVEL-RAILWAYS SALARIED AND CONCILIATION STAFF

STAFF TO WHOM MEL IS APPLICABLE.

(i) The minimum earnings level has been increased to £89 per week. Adult staff with new rates of pay below £89 following the 4.9% increase will receive a further rate of pay increase of ? per week on basic rate. This is already included in the rate of pay of the appropriate grades.

ALLOWANCES

(ii) The London Allowance should not be included as gross earnings and should be paid in addition to any make up to MEL. All other allowances associated with skill, responsibility and/or working conditions should be included in gross earnings in calculation MEL. Meal and Lodging disturbance allowances will be paid in addition to MEL.

EDUCATION AWARDS

(iii) Education awards will be included in gross earnings in calculation MEL except in the case of lump sum "once only" payments which will be paid in addition to any make up.

BANK AND PUBLIC HOLIDAYS

(iv) Bank and Public Holidays or days off in lieu of work performed on such days, should be regarded as working days in assessing a full weeks' work.

SICKNESS

(v) Days off due to sickness will disqualify staff from make up under MEL which relates to a full weeks' work.

ANNUAL LEAVE

(vi) MEL will not apply during a full week's leave or during the weeks in which odd days annual leave occur. Payment for annual leave should continue on the basis of the P.E. 11 Agreements, but MEL should be taken into account in calculating 33.5% of the difference between average weekly basic pay and average weekly earnings during the fiscal year preceding the date of leave.

OVERTIME

(vii) The guarantee will not apply if a man declined to work reasonable and necessary overtime for the effective conduct of the business during any working week. It is the intention that the introduction of MEL should not by itself interfere with current custom and practice in relation to overtime. The agreement should not be used to create overtime out with the general custom and practice of the location simply because the MEL agreement has been introduced. Equally, the agreement creates an obligation on the members of staff to work within the provision of this Clause and there should be no

difficulty at local level in identifying the type of case where a member of the staff disqualifies himself from MEL.

BASIC PAY

(viii) The agreement does not alter basic rates of pay and all enhancements, holiday pay, bonus, sick pay, etc. should continue to be related to standard rate for each grade, as hitherto

ARREARS OF PAY

(ix) Where arrears of pay, as in the case of a general pay increase, are entered through the paybill, MEL should be based on the gross earning during the particular week in which the pay is entered. In the case of backdated regarding of reclassification cases MEL payments should be taken into account in calculating the arrears due.

INCENTIVE PAYMENTS

(x) MEL will be related to the week in which incentive bonus is entered through paybills and not to the week in which it is earned. A similar situation will apply in the case of overtime. Etc, not entered currently in the paybill.

FOUR WEEKLY PAID STAFF

(xi) Staff paid four weekly should be dealt with as follows:

- (a) Each week must stand alone for MEL purposes; overtime, etc. must be related to each particular week.
- (b) Under the National Payroll System, the last two weeks' pay is estimated and should be on the basis of MEL of £89 per weeks where applicable with subsequent adjustments as necessary.

LOST TIME

(xii) In the case of time lost of say 5, 10 or 15 minutes, it is not possible to lay down any rigid rules as a good deal depends on the circumstances, e.g. transport difficulties, or where it is a frequent occurrence on the part of the individual. The matter must be left to local management in light of the circumstances.

DRIVER'S ASSISTANTS-CREDIT FOR HIGHER GRADE TURNS FOR THE PURPOSE OF SCALE ADVANCES

A Driver's Assistant when driving to be paid in accordance with the Driver's rate of pay.

Prescribed Number of Driver's Assistants or Driving Turns Representing One Year

- (a) The prescribed number of Driver's Assistants or Driving Turns to be taken as representing one year's service in the high grade should be 50 turns, and;
- (b) A Relief Driver's Assistant or a Relief Driver should be paid at the rate for the appropriate high footplate grade during annual leave or in respect of Bank and Public Holidays on which not required for duty or for lieu leave for work performed on a Bank Holiday provided during the previous 12 months he has worked 50 turns in the higher grade.

FOOTPLATE STAFF STOOD OFF AWAITING SELECTED WORK

“Every possible endeavour will be made to accommodate staff certified as fit for restricted duties by the Railway Medical Officer in suitable alternative work. However, those staff who have ten or more years’ service and for whom no suitable alternative work can be found will be regarded as remaining in the employ of the Company British Railways Board (i.e. they will not be regarded as being absent from duty ‘sick’ or ‘stood off’) and will continue to be paid at the basic rate of pay of their substantive grade for a maximum period of two years. At the end of that period if it has still not been possible to suitably accommodate staff they will be dealt with in accordance with the provision of R.S.J.C. Min. no G193-13 June 1973. Staff with less than 10 years’ service will continue to be dealt with under the present arrangements. The employee’s situation will be kept under constant review and any suitable employment which arises will be offered. If, at any time, the employee refuses to accept an offer of reasonable alternative work or expresses a desire to be dealt with under the ill-health severance arrangements, payment will be made under the terms of R.S.J.C. Min No. G192-13 June 1973. I.U.P would not be paid under these arrangements at former Post rate but London Allowance would be regarded as part of the rate of pay in this case and would, therefore, be retained.

SALARIED AND CONCILIATION STAFF REDUCED IN GRADE OWING TO EYESIGHT FAILURE, ILL-HEALTH OR ACCIDENT.

Salaried and Conciliation Staff who are reduced in Grade, either permanently or temporarily owing to eyesight failure, ill-health or accident are to be dealt with as follows:-
Staff, who at the time of reduction in Grade:-

- (a) Have completed 3 or more years total Railway service are to retain the rate of pay of the post which they vacate. In the case of staff on scale rates of pay who are not on the maximum of their scale at the time of reduction, the rate of pay of the post vacated is to be adjusted as and when they would have become eligible for a scale advance if they had remained in their former post.
- (b) Have completed less than 3 years total Railway service are to receive the rate of pay of the post in which accommodated.

Staff in Conciliation Grades who, because of eyesight failure, ill-health or accident, are accommodated in Salaried posts, should be dealt with under the above arrangements and paid accordingly subject to:-

- (a) Their being suitable for the post and passing the Clerical Entrance Examination, or an equivalent assessment and

(b) The rate of the Clerical post being lower than the current rate of the individual's former post. If, at the time of transfer or at some future date, the rate of the Clerical post is higher than the current rate of the individual's former post, then he/she shall be paid the rate of the Clerical post. Once this occurs the individual is to be regarded as having no future entitlement to the provisions of this Agreements despite any subsequent adjustments which may be made to the rate of the former post.

ARRANGEMENTS FOR DEALING WITH CONCILIATION STAFF WHO ARE OFF DUTY SICK OR ARE STOOD OFF AWAITING SELECTED WORK, OR ARE CERTIFIED AS UNFIT FOR FURTHER RAILWAY WORK (R.S.C. Letter. 18/9/64 "A")

1. *Staff certified as fit for restricted duties with little or not prospect of resuming their normal duties but for whom suitable work cannot be found.*

The man's person's name to be retained on the books for a period of at least two years.

If, at any time during the period of two years a man an individual refuses to accept an offer of reasonable employment, expresses his a desire to be dealt with under the re-settlement arrangements, or at the end of the two year period it has still not been possible to accommodate him them, he they will be given his their resettlement payments as if here they were redundant unless there are definite prospects of a return to work within a reasonable period.

2 *Staff who are certified by the Railways Board Medical Officer as permanently unfit for further Railway work.*

Such staff will be granted resettlement payments.

3. *Staff off sick who do not resume within two years of the date of going sick.*

At the expiry of the period of two years, such staff, if certified by the Railway Board's Occupational Health Centre Medical Officer as not fit to resume duty, to be allowed to take their resettlement benefits unless there are definite prospects of a return to work within a reasonable period, and provided that the Medical Officer sees no psychological objections to this course.

NOTES

1. In the event of any man individual to whom the resettlement arrangements have been applied being re-employed, he they will be treated as a new entrant to the service.

2. Staff who take their resettlement payments to be dealt with, so far as pension arrangements are concerned, in accordance with Clause 25 of the Redundancy, Transfer and Resettlement Arrangements. Men 60 years of age or over who are dealt with as if redundant will, subject to all the conditions being met be entitled to payments from the Welfare Fund.

REDUCTION IN GRADE OWING TO EYESIGHT FAILURE, ILL-HEALTH OR ACCIDENT DURING THE TIME A MAN DRIVER STANDS PUT-BACK ON ACCOUNT OF REDUNDANCY AS FROM 27TH OCTOBER 1952 9R.S.C.Min 752. 23/10/52)

Footplate staff reduced in grade owing to redundancy who, whilst in the lower grade are taken out of the line of promotion owing to eyesight failure, ill-health or accident, shall have their rate of pay at the time of being taken off the footplate based on the footplate grade then occupied but, as from the date upon which the individuals concerned would have been restored to their former footplate grade had they remained in the line of promotion, their rate of pay shall then be calculated on the basis of the staff list rate of pay of the grade occupied prior to redundancy. For the purpose of applying these arrangements the date upon which an individual is to be regarded as restored to his former footplate grade is to be the first date upon which another man driver is appointed to such grade at the particular depot, either:

- (i) Who was junior to him and appointed under Clause 7(i) of the Promotion, Transfer and Redundancy arrangements for footplate staff; or
- (ii) Who was appointed under Clause 7 (ii) to 7 (x) of the arrangements.

REDUNDANCY, TRANSFER AND RESETTLEMENT ARRANGEMENTS FOR RAILWAY STAFF – SALARIED AND CONCILIATION (R.S.J.C. G64)

GENERAL

1. The arrangements set out below will apply to redundant staff who leave the service on or after 1 January 1984, or transfer within the Railway industry on or after that date. Staff who as a result of earlier redundancy, are currently in receipt of payments based on the allowance for the use of their own means of transport under the terms of earlier agreements are, as from 1 January 1984, to have such future payments based on the appropriate higher rate provided under this agreement, and such applicable rates as may be agreed subsequently, but will still be subject to the conditions of payment applicable under the terms of those earlier agreements. Similarly, staff in receipt of an Educational Lodging Allowance or payments based on the Lodging Allowance are to have future payments based on such revised allowances as may be agreed under the periodical reviews, where applicable, but will still be subject to the conditions of payment applicable under the terms of the agreements which governed their initial entitlements to payment of the allowance.

In addition to the arrangements in the foregoing paragraph, where any rates or maximum payments are altered under this agreement or under subsequent periodical reviews, these will apply only to staff transferred on or after the effective date of such alteration. I.e. 1 January 1984 (for this agreement) or the effective date of any subsequent periodical review. Staff transferred under earlier agreements are subject to the rates or maximum payments and conditions applicable under the agreement concerned. Although the wording of the agreement relates, for convenience of drafting, to the male gender, it applies also to the female gender.

2. The standard Redundancy Arrangements and the Amplified Redundancy Arrangements of December 1957 will continue to apply, except as amended in this Agreement.
3. (a) The services of Superannuitants, part-time staff and temporary staff, together with employees age 65 and over will be terminated as a first step towards dealing with redundancy if their posts are relevant to the redundancy situation, in order to provide full time employment for redundant staff.

(b) If ,after the implementation of the appropriate Promotion, Transfer and Redundancy Arrangements and the Co-ordination Agreement for Salaried staff, there are still redundant staff remaining to be accommodated, volunteers to leave the service shall be sought within the grade(s) affected and to the extent necessary to deal with the degree of remaining redundancy, in the event of their positions being required for redundant staff who otherwise would be required to leave the service.

In applying this procedure volunteers shall be sought from staff:

(i) at the point of redundancy
and if necessary

(ii) at such locations where voluntary retirements will assist in the disposal of redundancies.

Managements will exercise their discretion whether to allow staff to leave the service under this arrangement.

(c) Conciliations staff (ex including Established Status Staff)

Subject to notes (1), (2), (3) and (4) below, an employee declared redundant who:

(i) is not offered alternative work and is discharged from the service in accordance with the Redundancy Arrangements.

Or

(ii) for good reasons declines an offer of alternative work and is subsequently discharged, will be dealt with in accordance with the provisions of Sections 21 to 27? below.

NOTES

- (1) Staff other than Footplate staff - an assurance is given against discharge on the grounds of redundancy to any man in the Conciliation grades subject to the understanding that he is prepared if necessary, to accept an offer of alternative employment which might involve a change of work of might require him to move to another place of employment.
- (2) Footplate staff – a man an individual in the line of promotion who becomes redundant will not be dismissed from the service, except for disciplinary reasons, provided he they avails himself themselves of the then current Redundancy Arrangements in respect of Footplate staff.
- (3) All Conciliation staff – unless the appropriate Promotion, Transfer and Redundancy Arrangements provide otherwise:
 - (i) A single man (or widower) without dependants living with him and who is not a householder, who elects to leave the Railway Service rather than accept an offer of alternative Railway employment as provided for him in the Standard Redundancy Arrangements will, if at any time re-employed be treated in all respects as a new entrant.
 - (ii) A married man, or a single man (or widower) with dependants living with him, or who is a householder, who elects to leave the Railway service rather than accept an offer of alternative employment within a reasonable distance of his home as defined in the Amplified Redundancy Arrangements will, if at any time re-employed, be treated in all respects as a new entrant.
- (4) All Conciliation staff – in determining whether an employee has good reasons for declining an offer of alternative work regard will be had to the relevant provisions of the Employment Protection (Consolidation) Act 1978, and to the Notes for Guidance set out in Schedule “A” to this Agreement.

(d) *Salaried staff*

The following principles are to be followed in dealing with redundancy amongst Salaried Staff covered by the Machinery of Negotiation set up by the Agreement of 28th may 1956:-

- (i) When a decision is reached that a post is redundant, the occupant is to be advised in writing.
- (ii) In the case of men staff under 60 years of age, the advice (Clause (i)) is to include an intimation that the man will be offered, at an early date, a suitable salaried vacancy in his own grade or a lower grade in his own or another Region. the Company.
- (iii) Every endeavour is to be made to offer such a vacancy as will avoid, where possible, a man having to move his home.

(iv) In the case of a man member of staff 60 years of age or over, the advice (Clause (i)) is to include an intimation that the man will be called upon to retire at the expiry of a period as defined in Section 21 (a), unless a suitable Salaried grade vacancy can be offered after men staff under 60 have been dealt with.

(v) Where it is found necessary, in order to provide a suitable vacancy for man staff under Clause (ii), a man of 60 years of age or over, in a post not itself redundant, may be advised that he will be called upon to retired at the expiry of a period as defined in Section 21 (a).

(vi) A man person who leaves the service:

- (a) being 60 years of age or over and given notice to retire under Clause (iv), for whom there is not suitable vacancy, or as an alternative to accepting the offer of such a vacancy or,
- (b) being 60 years of age or over and given notice to retire under Clause (v) or,
- (c) being under 60 years of age for good reasons declines an offer of alternative work

is to be entitled to the relevant provisions of sections 24,25 and 26. In determining whether an employee has good reasons for declining an offer of alternative work, regard will be had to the relevant provisions of the Employment Protection (Consolidation) Act 1978, and to the Notes for Guidance set out in Schedule "A" to this Agreement.

NOTES

- (1) Questions relating to the application of any of these principles should be dealt with at Sectional Company Council level.
- (2) Where a man the person is a member of a Superannuation Fund and has not the necessary qualifications to receive benefit from the Fund, he will, if over age 60, be dealt with as if he were under 60 years of age in order to enable him to fulfil the necessary qualification.
- (3) Where a man has been unable to join a Superannuation Fund by reason of age or health, his case may be considered at Sectional Council level if desired as defined in Note (1) above.
- (4) In the case of female Salaried staff, age 55 will apply in place of 60 in the above Clauses.

STAFF TRANSFERRED TO OTHER POSITIONS

4. STAFF WHO TRANSFER AND SUBSEQUENTLY ELECT TO LEAVE THE SERVICE.

A man staff member who, on becoming redundant, accepts a transfer to another position and who, within six months of transfer and for good reasons, although not

redundant in his new post, elects to leave the service, will be dealt with as if he they had left the service on the date he they transferred to the alternative post.

5. RETENTION OF LONDON ALLOWANCE

Staff transferred outside the London area shall retain the London Allowance at the rate paid immediately prior to transfer on a personal basis for the first promotion after transfer, disregarding any transfer promotion immediately consequent upon redundancy or reclassification relating broadly to the responsibilities at date of transfer. Staff who fail to obtain promotion shall retain the allowance indefinitely.

6. TIME OFF TO VISIT OTHER LOCATIONS.

Reasonable time off (up to a maximum total of five days which need not be consecutive) at a standard rate, plus free travel, will be given to a man member of staff declared redundant, who has a bona fide reason, for the purpose of:

(a) Visiting the location of a post for which he is they are contemplating submitting an application and which, if successful, would necessitate movement of place of residence.

(b) Visiting the place to which to be transferred in order to secure accommodation.

Leave to be subject to reasonable exigencies of the service.

In cases where such visits necessarily involve staying overnight at the location visited, the employee will be re-imbrues imbrused reasonable expenses incurred up to a maximum of scale expenses for one day and night in respect of himself and his spouse on each occasion overnight expenses are incurred.

7. RETENTION OF RATES OF PAY

(a) *Salaried staff*

A redundant employee who is transferred to a post in a lower grade is to be permitted to retain the rate of pay of his their existing grade during the period so employed, and to proceed to the maximum in due course.

(b) *Conciliation Staff (including Established Status Staff)*

The provision of the Amplified Redundancy Arrangements for staff in grades covered by Sectional Councils "C", "D" will be amended to read as follows:-

SECTION 111. RETENTION OF RATES OF PAY FOLLOWING REDUNDANCY

A man who, owing to redundancy, is reduced in grade or class involving reduction in rate of pay, whether or not accommodated in his own line of promotion or temporarily accommodated "on loan" elsewhere, shall, subject to his complying with the conditions set out in the following paragraph, be allowed to retain his rate of pay at time of redundancy, and if redundant in a grade the rate for which is on an incremental scale, be granted incremental increases, when due, until such time as he is transferred to a post carrying a higher rate of pay than that of the post in which he was originally declared redundant.

To qualify for retention of rate a man must:

(1) have been appointed in a permanent capacity to the grade from which he is reduced;

(2) given a written guarantee:

(i) if he is a married man, or a single man (widower) with dependants living with him, or is a householder, that in the event of a post becoming available in the same grade, or in the same line of promotion with a standard rate of pay not higher than that of the position in which originally made redundant but higher than that in which he is accommodated, within a reasonable distance of his place of residence as defined in the Notes for Guidance set out in Schedule "A" to the Agreement covering the Redundancy, Transfer and Resettlement Arrangements

or

if he is a single man (or widower) without dependants living with him and is not a householder, that in the event of a post becoming available in his promotional area, in the same grade, or in the same line of promotion with a standard rate not higher than that of the position in which originally made redundant but higher than that in which he is accommodated, he will be prepared to move to that post, and

(ii) pending absorption into a permanent post he will work 'on loan' in any department (other than in a post in the Footplate Line of Promotions above the grade of Tractions Trainee) in accordance with the arrangements set out in Section 11 of the Amplified Redundancy Arrangements. If he does not comply with the provisions of (1) and (2) his rate of pay will be reduced immediately.

For the purpose of these arrangements, differences in rate of pay which are entirely due to area differentials between London and 'other' places shall be ignored. Staff in receipt of Standby Driver rate of pay at the time of redundancy will continue to be paid this rate until such time as they become eligible for Drivers rate of pay under Annex E Clause 1.1.

8. UNIFORM CLOTHING

The provisions of the Amplified Redundancy Arrangements for staff in grades covered by Sectional Councils 'C', 'D', will be amended to read as follows:-

SECTION 11 'ON LOAN' ARRANGEMENTS.

6. A man 'on loan' – in grade issued with clothing who is transferred in consequence of redundancy to another grade with different clothing conditions will be allowed to retain the clothing he is then holding (but not his entitlement to subsequent periodic issues in his former grade), and will be issued with such other clothing as is necessary to enable him to carry out the duties of the post to which he has been transferred.

9 TRAINING OF STAFF

The training of displaced staff will continue to be undertaken to equip them for other Railway employment. The offer of a reasonable post will imply the willingness of the Management to arrange any necessary training for that post and of the man member of staff concerned to undertake such training.

STAFF TRANSFERRED TO POSITIONS INVOLVING MOVEMENT OF HOME.

10. MOBILITY PAYMENT

A mobility lump sum payment (see Schedule "B1") shall be paid to a redundant employee, married or single, and regardless of whether or not he is a householder, who transfers to a vacancy on the Railway Company to a place where he they would normally be required to move his their place of residence. In the case of staff who receive the mobility payment and who remove their home to the vicinity of the new employment location, and additional lump sum (see Schedule "B1") shall be paid provided the removal of home is completed within twelve months of the date of transfer to the new post. This additional payment will not be unreasonably withheld where there is a satisfactory reason for going beyond that time limit. The above payments are subject to tax. Staff will be required to refund the payment if they do not remain at the new work place for a minimum period of twelve months, unless transferred under the Promotion, Transfer and Redundancy Arrangements or at the request of the Management.

11. LODGING ALLOWANCE – MARRIED EMPLOYEES, STAFF WITH DEPENDANTS AND SINGLE EMPLOYEES WHO ARE HOUSEHOLDERS.

A redundant employee who transfers to a vacancy on the Railway Company at such a distance that it is necessary to move his home shall, subject to complying with the following conditions, be granted lodging allowance at the appropriate rate for redundant staff (see Schedule "B") pending moving home to the new place of work.

- (a) the transfer must be one in which the Management under normal circumstances would require the employee to move his home.
- (b) The employee transferred must be a married person, a single employee with dependants living with him, or a single member of staff (including widow, widower or divorced person) without dependants who is a householder:
- (c) The employee must actually lodge and, in addition, continue to maintain his home in the former location;
- (d) The person, if under 55 years of age at date of redundancy, must take all reasonable steps to secure housing accommodation at the place to which transferred.

12. LODGING ALLOWANCE – SINGLE EMPLOYEES WITHOUT DEPENDANTS WHO ARE NOT HOUSEHOLDERS

A single employee (including a widow, widower, or divorced person) without dependants, who is not a householder, shall on transfer on redundancy be paid lodging allowance at the appropriate rate for a redundant employee whilst seeking permanent accommodation at the place to which transferred. This is subject to the relevant conditions set out in Section 11 above, and to a maximum period of twelve months from date of transfer. In exceptional cases where difficulties are being experienced, the period may be extended to eighteen months provided that Management are satisfied every effort is being made to obtain suitable permanent accommodation at the new location.

13 TRAVELLING ALLOWANCE IN LIEU OF LODGING ALLOWANCE- MARRIED EMPLOYEES, STAFF WITH DEPENDANTS AND SINGLE EMPLOYEES WHO ARE HOUSEHOLDERS

A redundant employee who is transferred to such a place that he they would normally be required to lodge and, if he lodged so, would qualify for payment of lodging allowance under the conditions set out below and elects to travel daily rather than lodge, shall be paid a travelling allowance representing payment at the ordinary rate for the time actually spent in travelling during the week subject to a maximum of the appropriate lodging allowance for a redundant employee for the week provided:

- (a) the transfer must be one in which the Management under normal circumstances would require the employee to move his home;
- (b) the employee transferred must be a married person, a single employee with dependants living with him, or a single member of the staff (including a widow, widower or divorced person) without dependants who is a householder;
- (c) the person, if under 55 years of age at the date of redundancy, must take all reasonable steps to secure housing accommodation at the place to which transferred;
- (d) the maximum period of two years for the payment of travelling allowance will not apply to redundant staff covered by the foregoing arrangements.:-

Staff in receipt of a travelling allowance in lieu of lodging allowance as a consequence of redundancy, who have given an undertaking to remove their home, will continue to receive the allowance on promotion at the depot or station to which transferred on redundancy, at the rate of the allowance based on their grade prior to promotion, subject to Management being satisfied that all reasonable steps are being taken by the

employee to secure housing accommodation in the vicinity of the depot or station concerned. The requirement to produce evidence of endeavours to secure housing accommodations would not apply to redundant staff who at the date of redundancy were age 55 years or more.

14 TRAVELLING ALLOWANCE IN LIEU OF LODGING ALLOWANCE – SINGLE EMPLOYEES WITHOUT DEPENDANTS WHO ARE NOT HOUSEHOLDERS.

A single employee (including a widow, widower or divorced person) without dependants, who is not a householder, shall on transfer on redundancy be paid a travelling allowance representing payment at the ordinary rate for the time actually spent in travelling during the week, subject to a maximum of the appropriate lodging allowance for a redundant employee for the weeks, whilst seeking permanent accommodation at the place to which transferred. This is subject to the relevant conditions set out in Section 13 above, and to a maximum period of twelve months.

15. HOUSEHOLD REMOVAL ETC.

An employee who is required to move his home and actually removes the household, subject to complying with the appropriate regulations then currently in force, will be granted:-

- (i) free removal of furniture, including the reimbursement of the cost of reasonable insurance premiums whilst the effects are in transit;
- (ii) disturbance allowance applicable to redundant staff;
- (iii) financial help towards the cost involved in house sale and purchase (see Schedule “B”).

A single employee without dependants who lives at home and as a result of redundancy moves to another location will be granted free removal of furniture and disturbance allowance. No other form of assistance with house purchase (see Section 16) or financial help towards legal costs, etc. will be granted in these circumstances.

Where the household removal is over such a distance that the employee and his family have to lodge overnight while the household effects are in course of transit, overnight expenses necessarily incurred will be reimbursed.

Payment of disturbance allowance, the payments in connection with the sale and purchase of houses and free removal of furniture, in cases where a redundant employee seeks to remove his their home after a period of twelve months from date of transfer, should not be withheld where the employee has a satisfactory reason for going beyond the normal time limit.

An educational lodging allowance (see Schedule “B”) for not more than six school terms (maximum two years) will be payable for each child who remains at a residence in the old location in order to continue studies at his school at that location in preparation for examinations.

Applications for any benefits connected with the removal of home, i.e. household removal, disturbance allowance, assistance with house purchase, rent allowance, financial help towards the cost involved in house sale and purchase and educational lodging allowance are to be submitted by one member of the household only. An employee who benefits from the above arrangements would be entitled to the provisions of Section 24 and, where applicable, Sections 25 and 26, should he they be declared redundant at a later date in his the new post and, as a consequence, leave the Railway Service. Companies employment.

16. ASSISTANCE WITH HOUSE PURCHASE

The arrangements set out below are available to a redundant employee, who is a householder transferred to a place involving movement of home, to assist in the purchase of an unfurnished house or dwelling place for own occupation in the new location, provided he/she removes home thereto within twelve months of the date of transfer to the new post unless there is a satisfactory reason for going beyond that time limit. These arrangements are to apply to either the initial transfer following displacement due to redundancy or a subsequent change in place of employment related to the same redundancy, but not both.

Each of the arrangements will only be available subject to the conditions set out in separate documents which are obtainable on application.

(a) An Interest-Free Loan of 25% of the price of the property purchased in the locations to which transferred less 75% of the ‘net’ proceeds from the sale of the property in the former location, if any (‘net proceeds means sale price less the mortgage redemption figure). An Interest-Free Loan will be subject to a maximum of £7,500.

Such a loan will be made only if it is necessary for an employee to obtain a mortgage to finalise the purchase of the property at the new location and will be recovered by equal amounts over the period of the mortgage but not extending beyond minimum pension age. The frequency of such instalments to be determined by the Board. Company.

PLUS

(b) Where necessary to complete the purchase of the property at the new location, a mortgage (not exceeding 80%) British Railways guaranteed guaranteed by the

Company and taken up through an approved British Railways House Purchase Scheme, subject to availability of finance from that source. If an employee is able to obtain a mortgage on a property at the new location from a recognised Building Society, other than through an Company approved British Railways House Purchase Scheme, subject to a guarantee from his employer, then the Board Company will endeavour to grant such a guarantee as is reasonable in the circumstances.

PLUS

(c) The Board Company will reimburse a redundant employee mortgage interest payment reasonably incurred by the employee over the initial ten years of the mortgage of the property at the new location on the following basis:-

First year of mortgage an amount equivalent to 100% of mortgage interest payments made.

Second year of mortgage an amount equivalent to 80% of mortgage interest payments made.

Third year of mortgage an amount equivalent to 60% of mortgage interest payments made.

Fourth year of mortgage an amount equivalent to 40% of mortgage interest payments made.

Next six years of mortgage an amount equivalent to 25% of mortgage interest payments made.

The payment to be made in yearly instalments one year from the commencement of the mortgage, subject to the employee providing proof as to the amount of interest payments made during the preceding twelve months.

17. RENT ALLOWANCE

A redundant employee transferred to a place involving movement of home and who rents unfurnished accommodation at the new location at a higher rental than for his the previous residence, will, subject to production of rent books, be paid the increase in rental, limited to maximum payments, over the initial ten years (see Schedule "B1") Payments will be calculated on the rentals paid at the time of removal of home.

An employee who is eligible for a rent rebate under a Local Government scheme will be expected to obtain such a rebate which will be taken into account in determining the weekly payment, as will any such rebate received in the old location. Where an employee transfers to rented accommodation from a property of which he is the owner occupier, an annual notional rent, determined by the BR Property Board Company, will be assumed for the property in the old location which reflects the annual equivalent of its market value.

STAFF TRANSFERRED TO POSITIONS INVOLVING ADDITIONAL DAILY TRAVELLING TIME AND/OR ADDITIONAL DISTURBANCE – NOT REQUIRING MOVEMENT OF HOME

18. PERSONAL DAILY TRAVELLING ALLOWANCE

A redundant employee, either married or single, who transfers to a vacancy on the Railway Company at a place where he they would not normally be required to move his home, but involving additional travelling time, shall be paid a personal daily travelling allowance.

(a) (i) During the initial three years following the date of transfer the payment is to be at the ordinary rate, as for the time worked, for additional daily travelling time which the employee incurs in each direction between his home and the new place of work, subject to a maximum of the appropriate daily lodging allowance. The daily lodging allowance in this context is one-fifth of the redundant employee's weekly lodging allowance.

(ii) The allowance during the fourth, fifth and sixth years is to be based on three-quarters, one-half and one-quarter respectively, of the *additional* daily travelling time. Where during the initial three years the payment is limited to the maximum of the daily lodging allowance, the payment in the fourth, fifth and sixth years is to be three-quarters, one-half and one-quarter respectively of the maximum of the daily lodging allowance.

(b) In the case of a man person employed on shift working the mean journey time should be established for the overall shift cycle of the post in which redundant and this should be compared with each of the actual journey times, to and from work, on the day for which payment is being made.

(c) The arrangement to terminate after a maximum period of six years from the date the employee takes up alternative employment, unless exceptional circumstances are proved.

(d) The allowance to be continued regardless of promotion, within the maximum overall period of six years, at the same location.

19. RESIDENTIAL TRAVEL FACILITES

An employee not in receipt of lodging allowance, who, as a result of redundancy, takes a post which is some distance from that which he was formerly held and is permitted to travel daily from his their present home is to be granted the following facilities:-

- (a) Where the rail mileage involved is in excess of that incurred immediately prior to redundancy, free residential travel for the additional mileage involved for a period of seven years and continuing thereafter until obtaining the first promotion following the expiry of the seven-year period.
- (b) This arrangement to apply to an employee who transfers to a post with a rate of pay the same or lower than that in which declared redundant, transfers to an identified position, or who is promoted to an initially advertised position in the new organisation(s) at the time of redundancy. Reclassification relating broadly to the responsibilities at date of transfer will not debar an employee from the facility. The arrangement is also to apply to transfers due to the closing of Office, Depots or re-organisations.
- (c) An employee in receipt of the above facility who subsequently decides to move home at his own expense, is to retain the same additional free residential mileage as that for which he qualified when first he transferred upon redundancy, irrespective of whether such a move takes him then nearer or further away from his the work place, subject to continuing to qualify as above.
- (d) A member of the staff who takes a post which is a greater distance from his their home compared with the position previously occupied and travels daily by road or (London Transport) rail services because of the absence of a reasonable British Nation Rail service, is to be reimbursed any *additional*, bus fares or London Transport rail fares reasonable incurred.
- (e) Where there is no reasonable train service and a redundant employee elects to use his their own means of transport, he they shall be paid the equivalent of *additional*, bus fares, or and allowance based on 18p per mile for the *additional* direct road mileage involved compared with the road journey prior to redundancy, whichever is the greater. In the case of an employee who receives the Mobility Payment, these arrangements are subject to a maximum of the lodging allowance, and to a maximum period of three years from the date the person transfers to alternative employment following redundancy.

NOTE: The arrangements set out in Clauses(d) and (e) above are to apply in similar circumstances and with the exception of the qualification in Clause (e), cover the same period as obtains in the case of additional free rail travel referred to in Clauses (a), (b) and (c) above.

STAFF WHO LEAVE THE SERVICE UNDER REDUNDANCY/RESETTLEMENT ARRANGEMENTS

20. EMPLOYEES LEAVING THE SERVICE ON A VOLUNTARY BASIS TO ACCOMMODATE REDUNDANCY

An employee, not himself personally redundant, who voluntarily leaves the service with the assent of Management in order to provide a suitable vacancy for a redundant employee is to receive the benefit of the under-mentioned arrangements (Sections 21 to 27)

21. PERSONAL NOTICE OF DISCHARGE

(a) Salaried Staff

No man employee with five years' service or more will be called to leave the service in less than five months from the date of his personal advice. The minimum length of notice in the case of men staff with less than five years' service is to be:

Length of service	Minimum number of months' notice
4 years but less than 5	4 months
2 years but less than 4	3 months
Less than 2 years	2 months

(b) Conciliation Staff (including Established Status Staff)

The minimum period of personal notice of staff leaving the service will be as set out below:

<i>Length of service</i>	<i>Minimum number of weeks' notice</i>
5 years or more	16 weeks
4 years but less than 5	12 weeks
2 years but less than 4	8 weeks
less than 2 years	4 weeks

Any conciliation (including Established Status) employee who wishes to leave the Railway Service in order to take up other employment at any time during his the period

of personal notice owing to redundancy will be paid the Redundancy Payments personally due to him. Additionally, men staff, irrespective of their length of service, who have been advised of impending redundancy and who, for good reasons, leave the Railway service to take up other employment during the periods indicated below, prior to the commencement of their personal notice, will be paid the Redundancy Payments appropriate in their case.

<i>Age on leaving Railway service</i>	<i>Number of weeks prior to commencement Of personal notice of discharge</i>
Up to 40	6 weeks
40 and up to 50	8 weeks
50 and over	At any time after intimation of redundancy has been given

22. TIME OFF TO LOOK FOR NEW EMPLOYMENT OR TO MAKE ARRANGEMENTS FOR TRAINING FOR FUTURE EMPLOYMENT

Reasonable time off (up to a maximum of five days which need not be consecutive) at the hourly rate used for Statutory Redundancy Payment, plus free rail travel, will be given to any man employee given notice of redundancy who has a bona fide reason for visiting a prospective employer in order to find new employment, or to make arrangements for training for future employment. Leave to be subject to reasonable exigencies of the service.

23. REDUNDANCY PAYMENTS

Redundancy payment on the following basis will be made to employees whose services are terminated by reason of redundancy in accordance with this agreement:-

(a) Staff not in receipt of a pension

A redundancy payment equal to the greater of:-

Either (1) (a) A payment equal to 2.5 weeks standard pay for each completed year of railway service up to a maximum of 25 years

Plus

(b) A supplementary payment equal to one week's standard pay for each completed year of railway service after age 40 years.

Or

(2) An amount equal to the aggregate of:-

(a) the Statutory Redundancy Payment is calculated in accordance with the relevant provisions of the Employment Protection (Consolidation)Act, 1978:

plus

(b) a Supplementary Severance Payment equal to one week's standard pay for each completed year of railway service in excess of 15 years or after age 45, whichever is the greater:

plus

(c) an amount equal to 40 per cent of (a) and (b):

(b) Staff in receipt of a Pension

A redundancy payment equal to the greater of:-

Either (1) 52 weeks standard pay reduced by 1 per cent for each complete year worked after eligibility for a Special Early Retirement Pension or and unreduced pension.

Or (2) An amount equal to the aggregate of:-

(a) the Statutory Redundancy Payment calculated in accordance with the relevant provisions of the Employment Protection (Consolidation) Act, 1978:

plus

(b) A Supplementary Severance Payment equal to one week's standard pay for each completed year of railway service in excess of 15 years or after age 45, whichever is the greater:

Plus

(c) an amount equal to 40 per cent of (a) and (b):

plus

(d) for employees having pensionable benefits based on less than 40 years fund membership, and extra payment of one week's standard pay for each completed year of non-pensionable service subject to a maximum payment under this clause of £2,000.

Notes

(i) Service is deemed to include junior service

(ii) The total payment will not exceed a payment related to the weekly rate calculated under the relevant provisions of the Employment Protection (Consolidation) Act 1978, multiplied by the remaining weeks up to age 65 (60 in the case of women)

(iii) Previous service terminated due to redundancy where no redundancy payments were made, will be taken into account in calculating the overall length of service, provided the break in service does not exceed three years. Where such a break exceeds three years, credit for three years only will be given.

This will not apply to the Redundancy Payment calculated in accordance with the relevant provisions of the Employment Protection (Consolidation) Act, 1978 (Clause B (2)(a) above).

(iv) Redundancy payment under this scheme will be in fulfilment of the Board's Companies liabilities under the relevant provisions of the Employment Protection (Consolidation) Act 1978, but the provisions of this scheme will in no way prejudice the employee's rights under the Act.

(v) For calculation purposes standard pay will not be less than the Minimum Earnings Level.

(vi) Where the hourly rate based on the period stipulated under the relevant provisions of the Employment Protection (Consolidation) Act, 1978 is distorted from the reasonable normal amount, special consideration will be given to basing the rate on a more appropriate period. In such cases involving Civic, Public, or Trade Union duties, or because of a long period of sickness absence, the redundancy payment will not be prejudiced.

(vii) For the purposes of the above "Pension" refers to the payment of an immediate pension from a scheme or arrangement to which the Board has contributed, which is not reduced because of early payment, and includes a Special Early Retirement Pension payable under Section 25 of this Agreement.

(viii) For the purposes of determining the standard weekly pay for a person in receipt of an annual salary the latter shall be divided by 52.

(ix) For the purpose of determining "non-pensionable service" in Clause B (2)(d) the period of membership of the B.R. Superannuation Fund, the B.R. (Wages Grades) Pension Fund or other transport undertaking pension scheme will be deducted from an individual's full period of continuous service. Such membership includes contributory membership, preserved membership, deemed membership and additional purchased membership, but does not include any credit granted in lieu of a previous entitlement to a pay-related Customary Practice pension or in respect of a transfer payment received from a non-transport undertaking pension scheme. Service entitling an individual to benefits under the Board's Customary Practice arrangements (including the supplemental pensions associated with membership of the G.W.R. Enginemen and Fireman's M.A.S. and the G.W.R. Pension Society), the B.T.C. (Male Wages Grades)

Pension Scheme or other minor scheme will be counted as non-pensionable for this purpose.

25. PENSIONS

(a) Special Early Retirement Pensions

(i) Where an employee is retired on grounds of redundancy within five years prior to Minimum Pension Age and has an entitlement to a deferred pension in the Scheme of which he is they are a member, payable from Minimum Pension Age, the Board Company will pay a pension equal to the amount of the deferred pension until he the employee attains Minimum Pension Age, or earlier death.

(ii) If such an employee, who is granted a loan under Sub-Section (b) below, should die during the period prior to attaining Minimum Pension Age, and if the lump sum death benefit from the Scheme is insufficient to repay the amount of any loan advanced, the Board Company will only seek to recover from his the estate the amount of the death benefit payable under the Scheme.

(iii) If such an employee is a member of a Fund which increases pensions in line with the Pensions (Increase) Acts, the pension under this arrangement will be similarly increased.

(b) Members of Pension or Superannuation Funds providing a lump sum at retirement

Men age 55 and over (women 50 and over) with deferred benefits may receive an advance from the Board Company equal to the amount of the lump sum retirement benefit. The advance would fall due for repayment at the time of payment of the lump sum retirement benefit or on the death of the member if this occurs first. In the case where some or all of the lump sum is provided by commutation of pension, the advance will be subject to an undertaking from the member that the appropriate part of his pension will be commuted to enable repayment to be made, and the pension payable by the Board Company until Minimum Pension Age under Sub-Section (a)(i) above will be equal to the remaining pension after deducting the commuted part.

(c) An employee who is entitled to a Special Early Retirement Pension under Section (a) above, may, at the time of leaving the service, elect to receive instead of the benefits described in Sections (a) and (b) above, a lump sum payment in addition to the lump sum payable under Section 24 (Redundancy Payments) of these arrangements.

The lump sum payable under this Section will be equal to the weekly Special Early Retirement Pension which would have been payable under Section (a) at the date of

leaving the service multiplied by the number of weeks between the date of leaving the service and the date of attaining Minimum Pension Age.

(d) Refund of Contributions

When a withdrawal benefit is paid after less than five year's membership and does not include payment in respect of interest, a payment will be made by the Board of an amount equal to 1 per cent of the sum of the contributions the member has paid to the fund, multiplied by the number of complete periods of six months of his contributory membership.

(e) Equivalent-Preserved Benefit

As the Graduated State Pension Scheme has been discontinued it is no longer normally possible to make a "payment-in-lieu" to that Scheme. However, the "equivalent-preserved-benefit" may be preserved through the Provident Mutual Life Assurance Association, or similar institution, and where advantage of this facility is taken, the Board Company will not exercise their right to recover up to half the cost of such a benefit from the withdrawal benefit from the Pension/Superannuation Fund.

(f) Death Prior to Minimum Pension Age

In the event of death prior to Minimum Pension Age, the benefits payable would be in accordance with the rules of the Pension/Superannuation Fund concerned.

26. TRAVEL FACILITIES

The following travel facilities will be granted to staff who leave the service due to redundancy:-

(a) 45 years of Age or Over at Date of Discharge or Under 45 but with 20 years's service

(i) To receive B.R. National Rail free and privilege travel facilities as for active staff for twelve months following date of leaving the service.

(ii) Subsequently, to receive travel facilities applicable to staff retired normally.

(b) Under 45 Years of Age at Date of Discharge but with less than 20 Year's Service

To receive one free ticket during the twelve months from date of discharge, provided the individual's annual quota as an active member of the staff is not exhausted.

Subject to proof of unemployment being provided, one B.R. National Rail ticket per year will be granted upon application in the period of five years immediately following the date of leaving the service.

27. TENANCY OF RAILWAY-OWNED HOUSES

Sympathetic consideration will be given to occupants of B.R.B. owned-houses who leave the Railway service owing to redundancy and who indicate a desire to retain the tenancy.

SCHEDULE "A"

NOTES FOR GUIDANCE

DEFINITION OF SUITABLE ALTERNATIVE WORK

1. For the purpose of the relevant provisions of the Employment Protection (Consolidation) Act, 1978, and in particular the provisions relating to alternative work, the following Notes for Guidance have been agreed between the Employer's and Employees' Sides of the Railway Staff Joint Council.
2. 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 his previous work, the earnings in his the new job compared with his previous earnings and, where the new job is in a different place, the difficulties which the transfer may cause.
3. An additional factor to which regard must be paid is the established practice in the Railways in relation to acceptable alternative employment for those who are displaced in consequence of redundancy, as set out in,
 - (a) the agreed arrangements for dealing with redundancy in respect of Salaried staff dated 20th August 1963
 - (b) The standard Redundancy Arrangements and the Amplified Redundancy Arrangements of December 1957 as amended by the Arrangements recorded in R.S.J.C. Minute No. G84, 3/2/65 in regard to Redundancy, Transfer and Resettlement Arrangements for Railway Conciliation staff.
4. 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 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 to him.

5. The comparative level of remuneration attached to the new 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 Protection (Consolidation) Act 1978 are materially below those of the employee's present post, the employee may, with good reason, decline the offer.
6. 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 7. Where additional expense arises in travelling to the alternative work, whether by rail or bus, it will be understood that the employee will be reimbursed for the extra cost.
7. For the purpose of determining what constitutes an offer of suitable alternative work:
 - (a) the post must be one which would not involve an increase in the employee's present daily travelling time by an average of more than half an hour in each direction by train or public road transport if the train service is not suitable, provided that the total daily travelling time between the employee's home and his the new place of work does not average more than an hour and a quarter in each direction.
 - (b) In cases where an employee already incurs travelling time in excess of an average of an hour and a quarter in each direction, a reasonable offer would be one which would not involve him them in any travelling in excess of that already incurred: and
 - (c) Special consideration will be given to cases falling under (b) above where it can be shown that, whilst additional travelling to that already incurred, is not involved, difficulties in travelling will be experienced, e.g. an employee working in an urban area with a direct train service who is transferred to a rural area with indirect transport services.

NOTE: Travelling time for this purpose will include: Waiting time en route arising from making train or bus connections

And

Waiting time for first train or bus service following completion of turn of duty.

SCHEDULE “B”

ALLOWANCES UPON REDUNDANCY

The following allowances are to be reviewed bi-annually on the basis of movement in the Retail Price Index All Items:-

Mobility Payment (Section 10)

Additional Mobility Payment (Section 10)

Lodging Allowance (Sections 11 & 12)

Travelling Allowance in lieu of Lodging (Sections 13 & 14)

Disturbance Allowance (Section 15)

Educational Lodging Allowance (Section 170)

Rent Allowance (Section 17)

Allowance for Use of Own Transport (Section 19)

ALLOWANCES FOR THE SALE AND PURCHASE OF HOUSES ON TRANSFER UPON REDUNDANCY.

An employee who is a householder and, on transfer, is required to move his home is to be reimbursed for the actual and necessary legal fees, estate agent's fees and stamp duty incurred in the sale and/or purchase of houses. Bridging loan interest is to be reimbursed for a maximum of the first three calendar months

SCHEDULE "B"

REDUNDANCY ALLOWANCES: AMOUNTS PAYABLE AS FROM 1 JANUARY 1985

<i>Allowance</i>	<i>Amount</i>
LODGING ALLOWANCE (WEEKLY)- REDUNDANCY TRANSFER Salaried Staff C.O.1 C.O.2 Supervisor A and B C.O.3,4 and 5; Supervisor C.D and E <i>Conciliation Grade Staff (including Established Status Staff)</i>	£30.78 £31.53 £32.06 £30.78
TRAVELLING ALLOWANCE IN LIEU OF LODGING All Grades	Maximum of appropriate lodging Allowance
DISTBURBANCE ALLOWANCE All Grades:- (i) Married householder and single householder with dependants (ii) Single householder without dependants	£1,667.00* £875.00
RENT ALLOWANCE All Grades:- First five years after removal of home Sixth year after removal of home Seventh year after removal of home Eighth year after removal of home Ninth year after removal of home Tenth year after removal of home	£22.04 per week £18.36 per week £14.70 per week £11.02 per week £07.34 per week £03.66 per week
MOBILITY PAYMENT All Grades:- Transfer Additional on removal of home	£1,836.00 £1,223.00
ALLOWANCE FOR USE OF OWN TRANSPORT All grades	18p per mile
EDUCATIONAL LODGING ALLOWANCE All Grades	£11.63 per week

*Amounts in excess of £1,580 are subject to income tax.

SCHEDULE “C”
GENERAL GUIDANCE AS TO POINTS OF INTERPRETATION

Point no.	Section of agreement	Question	Answer
1	3(a)	What is understood by full-time Employment for redundant Staff?	The services of staff should be dispensed with where this enables a full-time post to become available, or where it facilitates an amalgamation of part-time duties into a normal work load for a full-time position.
2	3(b)	What is the position in regard to existing practices for securing voluntary redundancy?	It is not the normal intention that any existing jointly agreed practice with regard to securing voluntary redundancy should be disturbed. It would be left to Sectional Company Councils to continue to operate such agreements in the light of the and varied circumstances arising in a redundancy situation.
3	3(d) (ii)	May staff be offered a suitable salaried vacancy in an organisation other than in their own regionCompany?	Yes, this would cover the whole of the Board’s undertaking, e.g. B.R. Board Headquarters, B.R. Property Board and B.R.. Engineering Ltd.
4	6 & 22	Are bus fares payable in connection with visits to other locations or a prospective employer?	Bus fares reasonably incurred, additional to those normally incurred in travelling to and from duty, would be payable where there is no suitable train service.
5	7(b) (2)(i)	What is the position of an employee accommodated in a lower rated position and retaining his/her rate of pay, and who declines a subsequent offer of a post in an intermediate grade?	If, in declining an offer of a post in an intermediate grade, and employee’s rate of pay is reduced, he/she shall retain a right under this Agreement to elect to take Redundancy Payments (by analogy with Section 4 of this Agreement), unless the position offered is considered to be “reasonable” in accordance with Clause 7 of the Notes for Guidance to this Agreement.
6	10	Must an employee agree to move his/her home in order to qualify for the Mobility Payment?	It is recognised that an employee, of his/her own volition, may decide to travel daily rather than move his/her home and provided this is considered to be reasonable and practicable, it would not debar him/her from the Mobility payment.
7	10	What other provisions of the Redundancy, Transfer and Resettlement Arrangements are available to staff who qualify for the Mobility Payment?	An employee who transfers to such a distance that it is necessary to move his/her home, may, subject to the required conditions, qualify for the following: (i) Lodging Allowance-Sections 11 & 12 or (ii) Travelling Allowance in lieu of Lodging Allowance-Sections 13 &14 Plus Residential Travel Facilities-Section 19 where a person, of his/her own volition, elects to travel daily to a point where he/she shall be permitted to travel daily, he/

			she would be eligible for Residential Travel Facilities-Section 19
8	10	What payment is required when an employee leaves the location to which transferred, before the expiration of 12 month period?	If an employee leaves the location to which transferred (other than under the Promotion, Transfer and Redundancy Arrangements, or at the request of Management) before the expiration of the 12 month period he/she will be required to repay the lump sum on a proportionate basis.
9	10	Are the present Mobility Allowances ,£320 paid to Footplate staff and the £260 granted to Conciliation staff (other than Footplate staff), overtaken by the Mobility Payment?	The Mobility Allowances, £320 (Footplate Staff) £260 (Conciliation staff other than Footplate staff) may be paid in addition to the Mobility Payment, provided the conditions appertaining to the payments concerned are met.
10	11 & 13	What is the definition of a house-holder?	(i) A married house-holder means a married member of the staff who is living with his or her family in unfurnished accommodation at his or her permanent station at the date of transfer. A single employee (including a widow, a widower, or a divorced person) with dependants whose domestic circumstances are analogous to those of married persons to be treated as a married householder. (ii) A single householder means a single member of the staff, male or female, who is living in unfurnished accommodation (other than in his or her parent's home) at his or her permanent station at the date of transfer. (Such unfurnished accommodation to comprise at least two rooms (one of which may be a kitchen) furnished with his or her own furniture.
11	12 & 14	What is the maximum payment in the case of a single employee without dependants who is not a householder, who has received the Lodging Allowance for a period, then for good reasons, is paid the Travelling Allowance in lieu of Lodging Allowance for a subsequent period?	The total payment in such cases is to be Restricted to the equivalent of 12 months Full Lodging Allowance.
12	15,16&17	What is the position in regard to an employee who transfers to a location where he/she would normally be required to move his/her place of residence and elects to travel daily, but subsequently decides to move his/her home to the new location?	Where such an employee who has been paid the Mobility Payment and an allowance for using his/her own means of transport, subsequently decides, for good reasons, e.g. change of domestic circumstances, to move his/her home during or following the 3 year period, specified in Section 19 (e) this will not debar him/her from the provisions of Sections 15.16 and 17.
13	16(a)	Can an Interest Free Loan be	Subject to proof of reasonable need,

		made available to staff who rent accommodation at the place to which transferred?	Sympathetic consideration will be given to the position of an employee who intends to rent accommodation and who is faced with the payment of an exceptional initial premium as a condition of tenancy, e.g. – (a) Requirement to purchase lease (b) Demand for a considerable period of rent in advance (c) Demand for deposit against wear and tear of fittings, etc.
14	24	Is the Special Severance Payment (£500) granted to certain Drivers and Signalmen aged 55 and over, payable in addition to the Redundancy Payment?	Yes; these payments form the subject of separate agreements and are payable, in accordance with the specified terms, in addition to the Redundancy Payment, subject to the limitation of earnings up to age 65 (Section 24, Note (v))
15	16(c)	What is understood by “reasonably incurred” in respect of mortgage interest payments?	It is expected that, in normal circumstances an individual should use the maximum possible from the net proceeds of the sale of the sale the former property in the purchase of the new property at the new location, and, the movement of home should be either to a similar quality house, e.g, from three bedroom semi-detached property to three bedroom semi-detached property, or to a house in a similar price range. i.e. the property purchased should be at approximately the same price as the property sold. In the application of the foregoing, sympathetic consideration will be given to those cases where an individual wishes to make reasonable improvements to the new property purchased in the new location.

**PAYMENTS TO STAFF LEAVING THE SERVICE UNDER THE ILL-HEALTH SEVERANCE ARRANGEMENTS - SALARIED AND CONCILIATION STAFF (INCLUDING ESTABLISHED STATUS)
(R.S.J.C. General 192, 13/6/73)**

The revised scheme for ill-health severance payments has been approved by the Commissioners of Inland Revenue as a retirement benefits scheme for the purposes of Chapter 11 Part 11 Finance Act 1970. It was noted that, in this connection, it had been necessary for the Railways to give an undertaking that benefits payable under the arrangements set out in the Appendix to this Minute will be limited to ensure that:

- (a) the total retirement benefits expressed in pension form payable thereunder and under all other retirement benefit schemes of the British Railways Board or to which the British Railways Board contributes do

not exceed $1/60^{\text{th}}$ of final remuneration for each year of service up to a maximum of 40 years or such other amount not exceeding two-thirds of final remuneration as will not prejudice the approval of the scheme under Chapter 11 Part 11 Finance Act, 1970.

- (b) The lump sum benefits payable thereunder and under all other retirement benefit schemes of the British Railways Board or to which the British Railways Board contributes do not exceed $3/80^{\text{ths}}$ of final remuneration for each year of service up to a maximum of 40 years or such other amount not exceeding one and one-half times final remuneration as will not prejudice the approval of the scheme under Chapter 11 Part 11 Finance Act, 1970.

PAYMENTS TO STAFF LEAVING THE SERVICE UNDER THE ILL-HEALTH SEVERANCE ARRANGEMENTS (R.S.J.C. Min. No. 192. 13/6.73)

Staff who leave the service under the ill health arrangements will be dealt with as follows:

- (a) An ill health employee who is redundant or whose position is required to accommodate a redundant man and for whom a rebate can be obtained from the Government's Redundancy Fund., will receive the improved Redundancy Payments.
- (b) Where an ill health employee does not fall to be dealt with under (a) above. The following arrangements will apply:

(1) *Lump Sum Payment*

One week's standard rate of pay for each year of service not concurrent with membership of the following funds:

- (i) B.R Superannuation Fund
- (ii) B.R (Wage Grades) Pension Fund
- (iii) B.T Police Force Superannuation Fund

providing always that such membership gives rise to an entitlement to immediate/deferred fund benefits. For this purpose deemed years of membership which were credited to members of the B.R (Wages Grade) Pension Fund in 1967 will be treated as membership service. Pension scheme membership in excess of 40 years (45 years in the case of members of the L.M.S. Fund and "Old Fund Optants" who retained former G.C.R. and S.E. & C.R. Conditions) will be treated as non-pensionable service.

The payment will be rounded to the nearest pound.£1.

(ii) *Continuing Weekly Payments*

Supplemental payments sufficient to build-up annuity payments (if any) and unemployment/sickness benefit for a single man person (including, where appropriate, earnings related supplement) to one week's standard rate of pay.

The payments will continue, during unemployment following discharge from the service, for a period of two weeks for each five years' Railway service, including any junior service, up to and including 50 years of age. Service over age 50 will qualify for payments over an additional period in accordance with the following scale:-

<i>Years Service After Age 50</i>	<i>Additional Weeks Continuing Payment</i>
Up to 1	2
Up to 2	4
Up to 3	6
Up to 4	10
Up to 5	14
Up to 6	20
Up to 7	26
Up to 8	32
Up to 9	36
Up to 10	38
10 and over	40

The period during which continuing payments are made will not exceed 52 weeks in all.

In the case of members of the New Section of the B.R Salaried Fund the annuity payments for the purpose of continuing weekly payments are to be regarded as 75% of the total annuity, including any pension lump sum.

(iii) The total payments, i.e lump sum and continuing weekly payments combined, will not exceed a payment related to the weekly rate calculated by analogy with the Redundancy Payments Act.1965, or the employee's standard weekly rate, whichever is the greater, multiplied by the remaining weeks up to age 65(60 in the case of women).

DRIVERS AND DRIVERS ASSISTANTS PUT BACK TO DRIVER'S AND TRACTION TRAINEE STANDBY DRIVER'S DUTIES. RESPECTIVELY (N.W.B.22.21/1/25)

(It is important to read the information below in conjunction with the Promotion. Transfer and Redundancy Arrangements.)

If through force of circumstances, a permanently appointed Driver or Driver's Assistant has to be put back to Driver's Assistant or Traction Trainee Standby Driver's duties respectively, he is they are to be paid the minimum rate of his own grade whilst so acting.

Drivers and Driver's Assistants put back on occasions are entitled to payment at their R recognised standard rate for the lower grade work.

Drivers and drivers' assistants temporarily acting in the lower grade, who are reinstated within a period of six months, shall be allowed credit for future pay and seniority as if their service had been continuous in their appointed grade.

APPROPRIATE RATE TO BE APPLIED TO A DRIVER PUT BACK AS A RESULT OF REDUNDANCY TO THE GRADE OF SENIOR DRIVERS ASSISTANT (R.S.J.C. Min. No. L.440. 19/11/69)

- (a) **With effect from 25th August.1969 a Driver who has been put back at his own depot rather than transfer to another depot will be paid 50p per week less than the Drivers rate of pay.**
- (b) **Drivers put back prior to 25th August.1969 and who have elected to remain at their depot shall be paid at the Drivers rate of pay on a personal basis.**

INCOME TAX RELATING TO THE REDUNDANCY, TRANSFER AND RESETTLEMENT ARRANGEMENTS FOR RAILWAY STAFF-SALARIED AND CONCILIATION

Section of Agreement

Item and Arrangements

6 *Time off to visit other locations*

- (a) Expenses incurred visiting the location of a post for which the employee is contemplating submitting an application- Taxable.
- (b) Expenses incurred visiting the place to which the employee is to be transferred in order to secure accommodation- Not taxable.

10 *Mobility payment*
The payment is subject to tax

11 Lodging allowance- married employees. Staff with single employees who are householders;

(j) P.A.Y.E . will operate immediately in respect of lodging allowance paid to a transferee who is not required to change his or her residence.

(ii) Lodging allowance paid to a transferee who is married, or single (including a widow, widower or divorced person) with dependants living with him or her, or a single householder, and is required to change his or her residence will by concession, be treated as non-taxable for a period of six months from the date the employee transfers and commences to be paid lodging allowance.

The employee must actually lodge and, in addition, be maintaining a home in the former location.

The concessionary period is restricted to a maximum of six months for:

- (a) An employee who is not actively seeking accommodation in the vicinity of the new work place ,see (iii) below or
- (b) A single householder without dependants living with him or her.

(iii) In the case of a married householder, or a single householder (including widow, widower or divorced person) with dependants living with him or her, the six months concessionary period referred to in (ii) above may be extended by not more than a further six months provided Management obtain satisfactory evidence that the transferee is actively seeking accommodation in the vicinity of the new work place, This check must be carried out:

- (a) at the expiry of the first six months, in (ii) above, and
- (b) again after the end of a further six months.

(iv) The extended time limit in (iii) above may only be further extended in exceptional circumstances by four separate six-monthly periods provided:

- (a) The Liaison Inspector of Taxes is advised of the circumstances and agrees to an extension of the concession. (Full details to be reported to the Taxation Accountant who will be responsible for negotiating with the Inspector.)
- (b) Application is made for extension of the concession one month prior to expiry of each six-monthly concessionary period.

(V) P.A.Y.E. is to be operated in respect of lodging allowance paid after the expiry of the appropriate time limit.

12 *Lodging Allowance – single employees without dependants who are not householders.*

In the case of lodging allowance paid to a single employee without dependants living with him or her who is not a householder, P.A.Y.E will operate immediately. (A single employee includes a widow, widower or divorced person.)

13 and 14 *Travelling Allowance in lieu of Lodging Allowance*

The allowance is taxable.

15 *Household Removals etc.*

(a) *Allowances for the sale and purchase of Houses on transfer.*

The allowances set out in schedule “B” under this heading are not taxable. Whenever the allowance includes reimbursement of interest due to the Board Company on a bridging loan, the certificate required by the Inspector of Taxes giving details of the loan must show the reduced amount of interest (not full interest) to avoid the borrower being given excess tax relief. In the case of a bridging loan obtained from an external source the certificate, when presented by the employee to the Board Company as proof of the amount of interest suffered, must be endorsed with the amount of interest actually reimbursed by the Board Company before the certificate is sent to the Inspector of Taxes.

(b) *Disturbance Allowance*

The allowances set out in schedule “B” under this heading are not taxable.

(c) *Overnight expenses incurred while household effects are in course of transit*

Overnight expenses necessarily incurred because the household removal is over such a distance that the employee and family have to lodge overnight, while the household effects are in course of transit are not taxable.

(d) *Educational Lodging Allowance*

The allowances set out in Schedule "B" under this heading may be treated as non-taxable provided Management obtain in each case a certificate from the Head Teacher to show that the child has entered the period of study (maximum two years) for the examination and that a move to another school at the time of the family move would be prejudicial to the child's prospects of passing the examination.

16

Assistance with House Purchase

(a) Interest free or cheap loans give rise to an income tax charge unless the loans are for purchasing a main residence, then they qualify for tax relief provided the individual's total borrowing from all sources is not more than £25,000.

(b) Reimbursement of any amount of mortgage interest is taxable under P.A.Y.E. to offset relief automatically obtained on full mortgage interest notified directly by a Building Society to the Inland Revenue.

17

Rent Allowance

Where a rent allowance is payable for up to ten years after removal of home for staff who are involved in higher rent as a result of the move of home, the increase in rental, limited to the maximum payments laid down in the Arrangements may be treated as non-taxable.

18

Personal Daily Travelling Allowance

The allowance is taxable.

19

Residential Travel Facilities

(a) Extended free residential travel (B.R.) (National Rail)

For higher paid employees relief from income tax is given by way of free residential travel, the value of which may be calculated on the season ticket rate between home and old station for a period of up to six months from date of transfer. For the purpose of Form P.11.D. instead of the full cost, only the amount assessable after allowing for a period of up to six months from date of transfer calculated on free travel between home and old station is to be entered on the form. This concession applies to one period only of up to six months from date of transfer: the cost must be shown in subsequent returns.

Staff whose emoluments are below the threshold for assessment to tax on benefits in kind are not affected.

Higher paid employee.

	<i>Threshold for assessment To tax on benefits in kind. Total emoluments.</i>
	£
1977/78	5.000
1978/79	7.500
1979/80	8.500

(i) Additional bus fares or L.T L.U.L. rail fares must be treated as taxable.

(ii) Employees who are entitled to be reimbursed for additional L.T. L.U.L. rail fares reasonably incurred should use a L.U.L. Privilege Season Ticket and the cost should be reimbursed as a taxable expense through P.A.Y.E. procedure.

In the case of staff for whom a form P.11.D. is completed and the cost of additional free L.T. L.U.L. travel is not paid by the Board by means of a cash reimbursement to the employee, the additional free mileage should be included in the calculation of the value of residential travel to be entered on form P.11.D.

19

(c) *Additional mileage where own transport used 18p per mile*

Don't comprehend!.

24

Redundancy Payments

The first £10,000 of a Redundancy Payment is exempt from income tax with effect from 6th April 1978. Further exemption may be claimed under Schedule 8, paragraph 3. Taxes Act 1970 providing the payments do not relate to compensation for loss of office.

25

Pensions

(d) (b) *Members of Salaried Staff Superannuation Funds and B.R. (Wages Grades) Pension Fund.*

(i) The advance itself is not taxable. However irrespective of whether or not any part of the advance is taken the maximum commutation is used in the calculations is Schedule 8. Taxes Act 1970 to restrict income tax relief on any amount in excess

of the first £10,000 of a redundancy payment due under Section 24 above.

(ii) For income tax purposes the payment made by the Board Company forms part of any redundancy payment under Section 24 above.

ARRANGEMENTS IN AMPLIFICATION OF THE STANDARD REDUNDANCY SCHEME – FOOTPLATE STAFF

Note: See also Notes FOR for Guidance appended hereto.

1. DETERMINATION OF REDUNDANCY

1. Any variation in the existing Standard Promotion, Transfer and Redundancy Arrangements for Footplate staff shall apply to all cases of redundancy irrespective of the case.

2. The term “redundancy” is to be interpreted to mean redundancy declared by the Management and does not refer to staff who for the time being are surplus to requirements but have not been declared redundant, e.g. the special provisions concerning redundancy amongst Enginemen caused by the introduction of additional lodging turns (memorandum of meeting between Railway Executive and N.U.R. and A.S.L.E.F. – 30th June 1953).

3. Men Staff to be declared redundant will be determined by the application of the provisions of the standard Promotion, Transfer and Redundancy Arrangements.

II. “ON LOAN” ARRANGEMENTS

1 The “on loan” arrangements for Footplate staff involving transfer to positions outside the Footplate line of promotion apply only to Traction Trainees (including Relief Drivers Assistants). Trainee and Standby Drivers?

2 On being declared redundant irrespective of cause a Traction Trainee or Relief Driver’s Assistant Trainee or Standby Driver is to be dealt with in accordance with the provisions of the Standard Promotion, Transfer and Redundancy Arrangements.

3 Additionally, in the case of Trainees or Relief Drivers Assistants who are married men or single men (or widowers) with dependants living with them or who are householders, as an alternative to their being called upon to transfer in accordance with the provisions of the standard Promotion, Transfer and Redundancy Arrangements in order to retain their staff list rate of pay to a post which would involve their having to move their homes, they should be offered vacancies in the vicinity of their place of residence in accordance with the arrangements set out in paragraph 5 below.

4 An man individual who is temporarily accommodated under the above arrangement in a post other than in his their normal line of promotion is to be regarded as “on loan” in such position and the aim shall be to restore him them as soon as possible to the

line of promotion in which he they became redundant and to the grade at the depot at which he they became redundant if work in such grade is available at that depot.

- 5 The type of vacancy which is to be offered under “on loan” arrangements is one which:
- (a) satisfies the requirements of paragraph 8 below;
 - (b) is one for which the man person is suitable;
 - (c) is not required to reabsorb a man redundant in the grade in which the vacancy occurs;
and is in a starting grade or if in a higher grade is one which it has not been possible to fill in the normal course of advertising in accordance with the provisions of the appropriate promotion scheme and to which therefore a man person from outside the service Company could be recruited direct.

Priority for such a vacancy amongst several redundant men staff who fall to be dealt with under the “on loan “ arrangements shall be determined by total length of service in Conciliation grades. the Company.

- 6 Whilst accommodated “on loan “ in a post the man individual concerned must :
- (i) accept the conditions of service of the grade in which temporarily accommodated and
 - (ii) transfer to a vacancy in a Footplate grade for which eligible which is a reasonable offer as defined in paragraph 8 below if such becomes available as a temporary or a permanent vacancy.

7 A man person “on loan”;

Will continue to have applied to him them the provisions of the Standard Promotion, Transfer and Redundancy Arrangements in regard to restoration to the grade in which he they became redundant and is to continue to be eligible for promotion in the Footplate grades. To enable this arrangement to operate he they should be supplied with copies of the appropriate vacancy list, he they will not however be eligible for promotion in the diagram in which temporarily accommodated unless he they seeks and obtains permanent appointment to a vacancy available to him them in that diagram;

Will be eligible to vote in L.D.C. and Sectional L.L.C. and Company Council elections for representative(s) of the grade at the place at which he was employed on becoming redundant, but an application concerning his employment in the post in which he is working “on loan” will be dealt with through the negotiating machinery covering such position;

Will continue to be dealt with by Sectional the Driver’s Company Council No “B” but matters arising out of the day-to-day requirements of the post which he is occupying occupied “on loan” will be dealt with by the Sectional Company Council covering the grade in which he is temporarily employed;

W will be allowed to retain the uniform of his the substantive grade and will be issued with such other uniform as is necessary to enable him them to carry out his the temporary duties.

- 8 For the purpose of the foregoing arrangements a “reasonable offer” of employment is one which would not involve an increase in the employee’s present daily travelling time by an average of more than half an hour in each direction by train or public road transport if the train service is not suitable. P , provided that the total daily travelling time between the employee’s home and his the new place of work does not average more than an hour and a quarter in each direction.

In cases where an employee already incurs travelling time in excess of an average of an hour and a quarter in each direction a reasonable offer would be one which would not involve him in any travelling in excess of that already incurred.

Special consideration will be given to cases where it can be shown that whilst additional travelling to that already incurred is not involved difficulties in travelling will be experienced e.g. an employee working in an urban area with a direct train service who is transferred to a rural area with indirect transport services.

“Travelling Time” for this purpose to include:

- (a) Waiting time on route arising from making train or bus connections and
- (b) Waiting time for first train or bus service following completion of turn of duty

When an offer of a post cannot be classified as “reasonable” by the operation of the arrangements set out above because train or road transport services do not enable the requirements laid down to be satisfied, such post may nevertheless be regarded as “reasonable” if the man person is prepared to make his their own way to the new station e.g. the man person may be prepared to travel by bicycle.

- 9 If more than one post is available to a man as a “reasonable offer” to which he they can transfer “on loan” he they will be required to accept one with a rate of pay nearest to the rate he is they are allowed to retain in accordance with the arrangement set out in Section III below.

NOTE : It is understood that the foregoing arrangements do not apply to single men people without dependants living with them; such men persons are to continue to be dealt with in accordance with the Standard Redundancy Arrangements applicable to their grade but they will be eligible to be dealt with in accordance with the provisions of section III below.

- 10 In the event of redundancy arising at a station or depot where a man person “on loan” is working he they shall be displaced before any other staff in the line of promotion normally employed at that place.

- 11 A man person who has been transferred “on loan” to a post other than in his their normal line of promotion may apply for and be considered for permanent appointment to the post he is they are filling “on loan” provided that his the

appointment to such post in a permanent capacity would not prejudice anyone with a prior claim thereto.

III RETENTION OF RATES OF PAY FOLLOWING REDUNDANCY (R.S.J.C. Min G.80,27/6/73) (R.S.C.18/7/57)

1 A Traction Trainee or Relief Driver's Assistant Standby Driver? who is accommodated owing to redundancy in a lower rated post shall, subject to his complying with the conditions set out in the following paragraph, be allowed to return his the staff list rate of pay at time of redundancy and be granted incremental increases when due, until such time as he is promoted promotion to a post carrying a higher rate of pay then than that of the post in which he was originally declared redundant.

To qualify for retention of rate a Trainee or Relief Driver's Assistant Standby Driver? must give a written guarantee:

If he is a married man, or single man (or widower) with live-in dependants living with him, or is a householder, that in the event of a post becoming available in the footplate line of promotion for which he is eligible within a "reasonable" distance of his place of residence, as defined in section II paragraph 8 above; or

if he is a single man person (or widow/widower) without live-in dependants living with him and is not a householder, that in the event of a post becoming available in his the persons promotional area, in the footplate line of promotion for which he is eligible;

He the person will be prepared to move to that post and pending absorption into a permanent post he will work "on loan" in any department in accordance with the arrangements set out in Section II above.

If he the individual concerned does not comply with the above provisions he they must be dealt with in accordance with Clause 17 of the Promotion, Transfer and Redundancy Arrangements.

2 In case of Drivers or Drivers Assistants Standby Drivers who are married men or single men (or widow/widowers) with dependants living with them or who are householders, as an alternative to being called upon to transfer in accordance with Clause 14(a) of the Standard Promotion, Transfer and Redundancy Arrangements in order to retain their grade and staff list rate of pay to a post which would involve their having to move their homes, they should be asked to give an undertaking to move to a vacancy in their grade at a depot within a "reasonable distance" (as defined in section II paragraph 8) of the depot at which they became redundant. If no vacancy is available for them within a "reasonable distance" they should be dealt with strictly in accordance with the Standard Redundancy Arrangements and stand put-back at the depot at which they become redundant.

Drivers and Drivers Assistants Standby Drivers who give a written guarantee to move to a vacancy in their grade at a depot within a "reasonable distance" (as defined in

section II paragraph 8) will be permitted to retain their staff list rate of pay at time of redundancy, and be granted incremental increases.

In the case of a A Driver or Drivers Assistant Standby Driver who is unable to stand put-back at the depot at which he becomes redundant because there is no lower grade available, he shall be dealt with as provided for in the Standard Promotion Transfer and Redundancy Arrangements but will be permitted to retain his staff list rate of pay provided that he has given the undertaking referred to above to move to a depot within a “reasonable distance” is given.

IV TRAINING OF STAFF

The training of displaced staff will continue to be undertaken to equip them for other Railway employment.

The offer of a reasonable post will imply the willingness of the management to arrange any necessary training for the post.

It is accepted that:

- (i) If it is not possible to offer a man a position in which to transfer “on loan” the man individual must transfer to such post as is available for him under the Standard Redundancy Arrangements and lodge as necessary and
- (ii) Nothing in the foregoing arrangements shall debar the Management from dispensing with the service of staff with the shortest service in the event of there being no work to which a redundant individual can be transferred under either the “on line” arrangement or the Standard Promotion Transfer and Redundancy Arrangements.

NOTES FOR GUIDANCE

TRAVILING TRAVELLING FACILITES FACILITIES

The arrangement recorded in Section (iii) of the Minute of Meeting between the R.S.C, N.U.R, A.S.L.E.F & F and T.S.S.A. on 1st November 1955 to be substituted by the following:

- (iii) *Staff not in receipt of lodging allowance or travelling allowance in lieu and who are permitted to travel daily:*
 - (a) Married men and single members of the staff (or widow/widowers) with live-in dependants living with them or who are householders.:

Free residential travel between station nearest home and new home station for five years and thereafter for so long as the redundant man they remains in a post carrying a rate of pay the same as or lower than that of the post in which declared redundant.

(b) Single members of the staff (or widow/widowers) not dealt with in (a) above.:

Free residential travel between station nearest home and new home station for 12 months only. Thereafter normal residential facilities. Cases in which it is claimed hardship would result it if the special concession provided for in (b) above was withdrawn to be reviewed on their merits.

The reimbursement of any additional bus or London Transport L.U.L. rail fares reasonably incurred where staff take a post which is some distance from that which they formerly held and they are permitted to travel daily shall apply in similar circumstances and cover the same period as obtains in the case of free travel referred to in clauses (a) and (b) above.

Staff not in the footplate line of promotion "on loan" in Traction Trainees position.

Such staff are not eligible for employment as Relief Drivers Assistants or Drivers Assistants unless they transfer to the Footplate line of promotion in accordance with the standard provisions of the P.T. & R. Arrangements.

Higher Grade Work

Where the incidence of higher grade work at a Depot is such as to require a man person to work regularly in the higher grade for four or more days per week, redundancy is not to be declared in the higher grade.

REST DAYS – PAYMENTS FOR WORK PERFORMED (B.O.C. August.1949) (R.S.J.C. G.209) (R.S.C.Min. 617.20/5/49) (R.S.C.Joint Sub-Committee.6/3/62.22/5/62) (r.s.c.Letter. 16/3/65)Year 2000 Pay Award.

Rest days worked to be paid at standard time.

Conciliation staff when required to work a turn commencing on their "rest day" shall be paid for time worked on such a turn at the following rates of pay.

Time between 06.00 hours and 21.00 hours on week days: Time and a half.

Time between 21.00 hours and 06.00 hours on week days: Time and three quarters.

Time after 24.00 hours on Saturdays: Double time.

Subject to a minimum payment of 10 hours at ordinary rate.

In the case of a men rostered from a Friday/Saturday turn followed by a rest turn on the Saturday if the Friday/Saturday turn is put back to commence on the Saturday and the actual booking off time is after 07.59 hours a penalty payment will be made provided the man actually works after 07.59 as follows:

Booking off Time

08.00-08.59

09.00-09.59

10.00-10.59

11.00-11.59

Penalty Payment

1 hour at ordinary rate

2 hours at ordinary rate

3 hours at ordinary rate

4 hours at ordinary rate

These arrangements would also apply to cases of a Friday/Saturday turn of duty followed by a rest turn on Saturday where a man has booked on on the Friday and the turn extended beyond 08.00 on the Saturday.

In cases where excessive hours are worked by trainmen on turns commencing on Friday AND extending beyond 12.00 hours on the Saturday if the Saturday is the normal rest day an extra rest day pay at ordinary rate will be granted in respect of such rest day and similar payment will be made to a man rostered for rest days on Friday and Saturday in the same week who works an ordinary turn commencing on Thursday and finishing at or after 16.00 hours on the Friday.

Staff rostered to work that would otherwise have been a rest turn irrespective of whether the turn is brought forward or back from the rostered commencing time will be paid for the altered turn as for a turn commencing on a rest day.

REST INTERVALS (R.S.C.Min 693.5/4/51) R.S.N.T. 87.2/6/61 (Ch))

- (a) Trainmen booking off duty in excess of 12 hours at an away station to be paid in respect of the time booking off in excess of 12 hours an allowance representing payment for such time at ordinary rates of pay which will be outside the guaranteed day and guaranteed week.
- (b) Trainman who have been booked off duty at an away station for an interval between seven and nine hours after working race trains, excursion trains or other special trains to be released from work on completion of the return journey or on arrival at the shed with engine.
- (c) Trainmen to be given a rest interval at home station between booking off duty after one turn and taking up duty on the next turn of not less than 12 hours on the understanding that where as a result a man is unable to retain his rostered working he will after the expiration of 12 hours rest be available for such work as required until he is again able to resume his own rostered working and on the understanding that when exceptional circumstances occur at small depots only or branch lines or when traffic is seriously disorganised in circumstances which render such a course necessary to cover essential requirements men may be brought on duty with a rest interval of less than 12 hours in no such case, however, shall a man be brought on duty with a rest interval of less than nine hours.

For the purpose of the application of these arrangements the term “exceptional circumstances” shall mean circumstances which could not have been anticipated or if they could have been anticipated other arrangements could not have been made to cover the work. Examples of such circumstances are:

- (1) Sudden illness of a member of the staff.
- (2) Failure of one of the engines on a branch line between a branch line and a main depot.
- (3) Exceptional weather conditions such as floods or snow preventing a member of the staff from reporting for duty.

The terms "small depots" shall be construed as meaning those depots which under the Promotion and Redundancy arrangements are recognised as being unable to cover their own relief for higher grade work.

The meaning to be placed on the term "branch line" shall be that normally understood by the expression and shall not include a subsidiary main line running off from a trunk route.

The serious disorganisation of traffic which will constitute circumstances in which a man might be brought on duty with a rest period of less than 12 hours shall be circumstances of a clearly exceptional nature such as railway mishaps severe snowstorms or serious flooding giving rise to a position whereby essential requirements could not be covered without men being called on duty with a rest interval of less than 12 hours.

A minimum interval of 32 hours between the two turns of duty where a rest turn intervenes subject at the weekend to the L.D.C.'s ensuring that all trains requirements are met.

ROAD KNOWLEDGE OF DRIVERS AND RELIEF STANDBY DRIVERS (R.E.Meeting.21/8/52)

Every Driver and Relief Standby Driver is required to re-certify his their route knowledge at six-monthly intervals as specified locally by adding his their signature and the date in the space provided on his their Record Card.

Any Engineman Driver/Standby Driver who at any time wishes either to add to or cancel part of his their route knowledge record must immediately advise his their Locomotive Shed Master or Foreman station Operations Delivery Manager as to what changes de wishes to make. are required.

The Locomotive Shed Master O.D.M., unless he then wishing to arrange arranges (in the case of cancellation) for a refresher trip or trips, will forthwith forthwith enable him to amend his the Route Knowledge Record Card.

No Engineman Driver/Standby Driver may work locomotives or trains over any section of the line unless he is they are thoroughly acquainted with the section and has signed a Route Knowledge Record Card to that effect or unless he is provided with a competent conductor.

On application, reasonable facilities will be afforded to Engineman a Driver/Standby Driver to learn new routes or to regain or refresh the knowledge of routes for which they have previously signed provided that in the view of the Locomotive Shed Master O.D.M. K knowledge of such routes is required subject to the provisions of any local arrangements which may be in operation.

ROUTE LEARNING

It was agreed that payment for route learning should be made on the basis of R.S.J.C.Min No L.215.27/6/61. On the understanding that the trade unions would co-operate fully in the implementation of proper controls and safeguards as set out below:

- (1) Link arrangements agreed by L.D.C.'s should ensure an adequate amount of driving work over the routes to be worked to ensure that route knowledge is maintained.
- (2) Men learning or refreshing routes to be issued with a written programme which specifies the mode of route learning including the train services to be used and where necessary periods on foot in local areas with adequate checks to ensure adherence to the programme. Wherever possible the programme should entail not more than eight hours on duty per day.
- (3) To develop in conjunction with the L.D.C. representatives a range of minimum periods for the time required for learning and refreshing routes based on previous experience and expertise and taking into account all relevant factors. In those circumstances where an individual at the end of his route learning periods is still not satisfied with some aspects of his route learning an extension shall be granted.
- (4) Subject to (3) above route learning schools should be used wherever possible, as part of the learning process making use of audio/visual teaching aids. In appropriate circumstances, special syllabuses will be used for this purpose. This is likely to involve attendance on specified days in accordance with a school syllabus for the route or routes to be learned. Such instructions must however be supplemented by adequate practical training experience to enable drivers to handle appropriate types of trains over the routes involved. Special saloons may also be used for route learning.

RELIEF DRIVERS LEARNING THE ROAD

Drivers Assistants when learning the road should be paid in accordance with R.S.J.C. Min. No. L215 at their ordinary rate except that on those occasions on which they would otherwise have been engaged in driving duties they should be paid the driving rate.

VARIABLE ROSTERING HOURS FOR FOOTPLATE STAFF

PROGRAMMING ROSTERING AND LINKING

- (a) Length of programmes to vary between seven and nine hours
- (b) The allocation of duties to average 39 hours per week over the period of the roster cycle.(312 hours maximum over eight week cycle)
- (c) Rosters to include a minimum of nine rest days per eight week cycle.
- (d) Additional rest days to be provided where by mutual agreement the average day length planned through the roster cycle exceeds eight hours, e.g. an average of 8 hours 12 minutes would result in 10 rest days per eight weeks.

SAFEGUARDS AND CRITERIA

- (a) Hours of Work

Not more than 20 percent of diagrammed turns should be in excess of eight-and-a-half hours unless mutually agreed at National level.

A rostered weeks work will be subject to a maximum of 44 hours over Five days. This does not preclude variation by L.D.C. agreement to six day 52 hours 30 minutes working to facilitate rest day grouping. Where it is mutually agreed to turns in excess of 8 hours 30 minutes being worked in succession the above limits will be increased to 45 and 54 respectively.

(b) Unsocial Hours

There will be no increase in the number of turns signed on and off between midnight and 05.00 hours and this to be progressively reduced to the maximum extent possible

(c) Travel to Work

There will be no general increase in travel to and from work problems. Where the exigencies of the service produce increased problems for particular footplate staff consideration will be given to some form of assistance.

(d) Future Cycle Changes

The permanent rosters will operate without change for the period of the summer and winter timetables. Should permanent alterations be necessary at other than these times they must only take place at eight weekly intervals after the commencement of the roster cycle.

Changes to the roster cycle may be necessary at major timetable changes and in case of serious emergency arrangements.

(e) Rostered Overtime

There will be no diagrammed rostered overtime.

(f) Spare Working

Work on spare turns special trains or public holidays not to involve footplate staff in a significant increase in rostered overtime.

Spare men within Traffic Links will be rostered not less than the average length of the Link turns.

Spare men will not be allocated to work a turn which would exceed their permanent rostered hours for the day by more than one hour within the overall limitation of a nine hour maximum rostered day length.

(g) Guaranteed Rostered Rest Days

There will be an inviolate right to rest days off.

Arrangements for the substitution of rest days during periods of training will be applied.

(h) Local Agreements

There will be no change in Local or Regional Agreements and practices unless mutually agreed between the parties concerned, at the respective levels of the Machinery.

(i) Mutual Exchanges

It will be possible for footplate staff to continue the practice of exchanging rosters without undue difficulty. Management will endeavour to assist men who have difficulty in arranging mutual exchanges.

(j) Medically Restricted Work

There will be no reduction in the availability of work for medically restricted footplate staff consequent upon the introduction of flexible rosters.

(k) Limiting Assumptions

The introduction of flexible rosters should not involve any alteration in the allocation of work to existing Depots: or any alteration to traction training: or any major changes

in existing link structures. This Agreement does not involve any change in maximum permitted driving periods.

(1) Redundancy

Any footplate staff surplus to requirements at a Depot as a result of the introduction of the arrangements set out in this Agreement will be allowed to remain at their Depot until absorbed into permanent posts by the normal process of the Promotion Arrangements, or transferring, should they wish to another Depot in accordance with the Redundancy Arrangements.

Drivers over 55 years of age at a Depot where footplate staff are surplus to requirements as a consequence of flexible rostering will be allowed to volunteer as necessary to be dealt with under the Resettlement Arrangements.

There will be no compulsory dismissals as a result of the application of this Agreement.

APPENDIX "A"

VARIABLE ROSTERS-PAYMENT ARRANGEMENTS-FOOTPLATE STAFF

Rostered
Standard Week
Turns

Payment to consist of :-

A standard week's pay for a 39 hour week (plus London Allowance where applicable), provided staff are available for all rostered duties in that week.

PLUS

The weekly I.U.P by appropriate category percentage provided all rostered turns for that week have been worked. **PLUS** Night/Weekend and Bank Holidays enhancements as appropriate, for time worked.

Overtime
(extending Standard
week Turns)

Overtime, plus enhancement, to be calculated on a daily basis for time worked each turn in excess of standard rostered hours.

ANNUAL LEAVE

The objective of this agreement is to ensure that staff receive their full annual leave entitlement of three weeks four days or four weeks two days according to length of service. To this end the following principles will apply :-

- (i) staff have an absolute right to their full leave entitlement of three weeks four days or four weeks two days :
- (ii) where owing to the grouping of free days staff receive less days leave than are rostered in an average three weeks three days or four weeks one day, additional days will be granted to compensate for the shortfall :
- (iii) where additional leave outside the customary two weeks holiday period is taken in the form of individual turns, instead of complete weeks, five turns will

count as one week in cases where rostered turns vary between seven to and nine hours.

LIEU DAYS

Entitlement to lieu days will continue in accordance with existing national agreement. The payment will relate to the time not worked when the lieu day is taken and the normal 39 hour standard week payment will therefore be maintained.

ROSTERS

SPECIAL TRAIN DUTIES (Circular Letter 1.858.June.1919)(R.S.C.Min.514.22/2/46) (r.s.j.c.576)

Special train duties are to be eliminated as far as possible with a view to the number of Drivers, Drivers Assistants and goods guards who are shown as standing "spare" for such duties being reduced to the minimum.

The use of the special train duties from for Trainmen provided for by clause 7 of R.E.C. Circular letter no. 1.858 to be discontinued on the understanding that men in spare links also men in other links. When on spare turns included in such other links would be rostered for duty at intervals of time with the proviso that the rostered signing on time may be varied within two hours either way. These arrangements to apply at all places where required.

The limitation of movement to two hours either way which applies to men in spare links and men in other links when on spare turns wide R.S.C./N.U.R./A.S.L.E.& F.Minute no 514.22/4/46.will be extended to footplate staff in circumstances when their regular booked working is cancelled with the exception of the following depots where it was agreed that the existing arrangements would continue:

Aberystwyth. Machynlleth. Pwllheli. Ardrossan.

ROSTERED TURNS OF TRAINMEN

(R.S.C. Min.65.18/4/28)(R.S.C.Letter.21/10/64)(R.S.C. Min.574.18/8/48)

The following proposals were adopted subject to continuance of such alternative arrangements as had already been introduced on individual railways by agreement at their Sectional Councils:

1.

The principal having previously been agreed that as many men as practicable shall be booked for rostered working. It is understood that the Railway companies will endeavour to restrict the use of the "Card" system, provided for under Clause 7 of Railway Executive Committee Circular Letter No. 1,858 by arranging at big depots where the work is irregular in character for spare link duties to be performed. Where practicable, by man rostered on duty at intervals of times. *

2.

Rostered working means that man have a week,s fixed terms for booked working.

3.

Every effort shall be made by the Railway companies to adhere to such working. There will however, be certain emergencies in which it may be necessary to vary the working times.

4.

In the case of a man's turn of duty being put forward it is to be understood that if the man is not available he shall not be penalised.

5.

In case of a man's duty being put back, every effort is to be made to give adequate notice to the man in order to minimise inconvenience.

6.

All complaints arising from departure from the rosters shall be considered by the local Committee of representatives of the men and the Railway company concerned with a view to applying a remedy.

7.

Staff will be allowed to complete their week's rostered work in the week in which their retirement date falls. This arrangement will preclude any entitlement to compensatory payment or credit for loss of higher grade duty turns in respect of work performed by Drivers over 65 years of age.

*Note: The use of the special train duties form for trainmen was discontinued by R.S.C. Minute No.514. 22nd February, 1946.

POATING OF DAILY ALTRATION SHEETS (R.S.C. Min.557.29/10/48)
(R.S.C. Min.596. 9/2/49)

The Railway representatives stated that they would make the use of the Daily Alteration Sheet at present in operation in all Regions except the London Midland Region and the former L.M.S. portion of the Scottish Region standard through out British Railways., this would mean that on the former L.M.S. system the responsibility would be placed on the men of ascertainig their duty daily when the list was posted. It was the intention that men would be advised of any change from their rostered turn of duty on their first turn after holidays or absence due to illness.etc. and any alteration made to their next turn after they had signed of duty. It was also the intention that the arrangements in regard to the posting of lists and other similar matters should be agreed locally.

LIMITATION OF ROSTERED WOKING (R.S.N.T. Dec.59)

1.

No driver should be required to drive a distance of more than 350 miles during a single turn of duty.

2.

Where in the interests of efficient railway operation, it is decided that a train should travel a distance of more than 350 miles, without a stop to change drivers, then as in the case of the present arrangements for manning H.S.T.'s operating at over 100 m.p.h. the train in question must be manned by two qualified drivers. They will both receive the drivers rate and divide the driving between them.

CANCELLED ROSTERED TURN (R.S.N.C.928-18/1/84 R.S.N.T. 84)

In the event that it is necessary for a rostered turn of duty, which forms a guaranteed day or part of the guaranteed week, to be curtailed or cancelled within the first four hours of signing on duty an individual shall be entitled to receive the enhanced payments where appropriate for those hours as if the time had actually been worked.

In the case of a rostered turn being curtailed after an individual has been on duty for four hours or more, the total time actually worked will be paid at the enhanced rate where appropriate for the hours concerned.

Existing local agreements which are more advantageous would not be overtaken by this agreement if operating prior to 3rd October 1983.

SATURDAY ENHANCED PAYMENT-SHORT REST TURNS

ROSTERING AND ROTATION OF "REST" DAY (R.S.C. 28/8/47)

The "rest" day shall be shown on the rosters and arrangements should be made as far as practicable for the day of the week which is rostered as the "rest" day to rotate amongst the staff concerned.

The question of rotation of the "rest" day is a matter to be dealt with by the local Departmental Committees.

PAYMENT FOR REST/FREE DAY WHICH IMPINGES ONTO A BANK OR PUBLIC HOLIDAY

That when a turn of duty commencing on a rest/free day impinges onto a bank or public holiday the employee will be given that rest/free day another weekday by analogy with the provisions of R.S.J.C. Min.G.77.27/6/63.

SATURDAY ENHANCED PAYMENT

(B.R.B. Letter,25/4/76) (R.S.N.C. Min.305 19/1/56)

Payment will be made at the rate of time-and-a-quarter for ordinary time and time-and-a-half for overtime worked between the hours of 06.00 hours and 21.00 hours on Saturday regardless of the commencing time of the turn. Time -and -three-quarters for rest day time worked between 06.00 hours and 21.00 hours on Saturday.

CHRISTMAS DAY AND BOXING DAY FALLING ON SATURDAY

(R.S.N.T.(Ch) 66.20/2/57)

The inclusiveness of payments for Christmas Day (and for the 1st and 2nd January in Scotland) are not abrogated when they fall upon a Saturday i.e. the enhanced payment for Saturday afternoon is not payable in addition.

SHORT REST TURNS – TRAINMEN – DOUBLE HOME WORKING ON SUNDAY – PAYMENT AS FOR CONTINUOUS TURN
(R.S.C. Min 475.9/3/44) (R.S.C.Misc. Meeting 26/3/46) (R.S.N.T.(Ch) 75.8/8/58)

In the case of Trainmen rostered for two turns on Sunday with an interval between the turns away from their home station, payment as for continuous duty shall be made to:

(a) Trainmen other than

Trainmen working race trains and other similar special trains who are off duty away from home between the outward and return trips for a period of less than nine hours and

(b) Trainmen working race trains excursion trains and other special trains who are off duty away from home between the outward and return trips for a period of less than seven hours.

For the purpose of calculating the period off duty away from home the actual working shall be the basis.

If required the men are to be available during period off duty away from home for which payment is made to meet any abnormal conditions that may arise but not for ordinary relief.

Trainmen who have been booked off duty at any away station after working race trains, excursion trains or any other special trains shall be released from work on the completion of the return journey or on the arrival at the shed with engine.

Except in those depots in the Eastern, North Eastern and Western Regions where in accordance with custom and practice follows since and for many years prior to the agreement contained in Minute No.475 was arrived at short – rest – turns were worked upon weekdays short – rest – turns working by Trainmen in the circumstances provided for and subject to the condition contained in the said Minute No 475 is permissible on Sunday only.

STANDARD SICK PAY ARRANGEMENTS FOR SALARIED STAFF AND WAGES GRADE STAFF ON ESTABLISHED STATUS

1.NATIONAL INSURANCE ENTITLEMENT

For the purpose of these arrangements:

- (a) married woman 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 Widows's Pension is to be ignored in the calculation of sick pay.
- (c) Any loss National Insurance Sickness or Industrial Injuries Benefit arising from an employee's failure to claim full entitlement will not be made good by British Rail : if for any reason National Insurance Benefit at the level assumed is not received. British Rail reserves the right to determine the amount of National Insurance Benefit to be taken into account in assessing sick pay under these arrangements.

2. PERIOD OF PAYMENT OF SICK PAY

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

<i>Period of Service</i>	<i>Maximum Period of Payment</i>	
	<i>Normal Benefit</i>	<i>Reduced Benefit</i>
<i>6 months but less than 1 year</i>	<i>6 weeks</i>	<i>6 weeks</i>
<i>1 year but less than 5 years</i>	<i>16 weeks</i>	<i>16 weeks</i>
<i>5 years and over</i>	<i>26 weeks</i>	<i>26 weeks</i>

“ Normal 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.

“Reduced Benefit” means benefit paid at a rate equal to half the rate of the employee’s normal basic salary: The amount of “ Reduced Benefit “ to ensure that the total of such payment and National Insurance Benefit dose does not exceed the normal standard rate of pay.

“Service” means all continuous service with the Silverlink Trains Services, British Railways Board or its predecessors including service in a Wages Grade.

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 .

3. CALCULATION OF SICK PAY ENTITLEMENT

- (a) The sick pay year will be 1st January to 31st December and the maximum period of entitlement within any calendar year will be that shown in Clause 2. above, A 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) For the purpose of determining entitlement under these arrangements for Salaried and Established Status Staff who have been promoted from a Wages Grade, payments under the Board’s Companies scheme of sick pay for Wages Grades not on Established Status will be deemed to be payments of reduced benefit under these arrangements.
- (c) Entitlement as regards duration of sick pay applicable at the commencement of an absence shall continue throughout that absence and an employee who during a period of absence exhausts his sick pay entitlement under this scheme cannot re-qualify for further sick pay during that absence.

- (d) British Rail Silverlink Train Services will give consideration to individual cases of Salaried and Established Status Staff 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

A medical certificate signed by a registered medical practitioner must be produced on the third eighth day of absence and thereafter as issued by the Doctor.

A sick pay status certificate must be completed on each occasion of absence of more than three days duration through sickness or injury. A further sick pay status certificate must be completed if there is any change in the employee's entitlement to National Insurance Benefit during a period of sick leave. In cases of doubt as to the amount of National Insurance Benefit receivable in a particular case. British Rail reserve the right to ask for National Insurance Form B.S.12.

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 2 of these arrangements.

7. MATERNITY LEAVE

Pre-natal, confinement and post-natal leave will not rank for sick pay.

8. STAFF PROVIDED WITH FREE BOARD AND LODGING

Adjustments in the amount of sick pay payable under these arrangements to staff who are provided with free board and lodging will be made by British Rail in consultation with the appropriate representative of the staff.

9. 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 British Rail in the event of the member of the staff involved in such occurrence recovering damages from a Third Party or British Rail or compensation from the Criminal Injuries Compensation Board or any other body set up for a similar purpose.

Staff involved in accidents or taken ill whilst on duty will be paid the minimum of a standard days pay or payment up to the time of arrival at home depot, whichever is the greater. Does this apply to Sundays?

10. STAFF COVERED BY THE ARRANGEMENTS

All B.R. Silverlink Train Services Driving Grades Salaried staff and Wages Grade staff on Established Status who are currently employed are covered by these arrangements. If certain staff who at 3rd April 1965 under former Main Line Companies Arrangements would have been given more favourable treatment under those conditions they will have those taken into account in calculating sick pay.

SICK PAY SCHEME FOR WAGES GRADE STAFF NOT ON ESTABLISHED STATUS (B.R./N.U.R..A.S.L.E.F & F.C.S. & E.U.Meeting.8/1/65)

1. STAFF COVERED BY THE SCHEME

The scheme will apply to all B.R. Silverlink Train Services Wages Grade staff not on Established Status, Staff who will qualify for sick pay in respect of a particular absence only if they have completed six months continuous service at the date of commencement of the absence.

2. ABSENCES QUALIFYING FOR SICK PAY

All absences on account of sickness or accident (certified by a registered medical practitioner) which exceed a waiting period of two days excluding Sunday will qualify for payment in respect of the period in excess of two days subject to Clases 5 and 6.

3. AMOUNT OF SICK PAY

The weekly amount payable under the scheme will be such as to supplement an employee's weekly entitlement to National Insurance Sickness Benefit (including allowances for dependants) up to three – quarters of the weekly rate of pay as defined in Clause 9. The minimum amount of sick pay payable under the scheme will be at the rate of 2 per week.

4. NATIONAL INSURANCE ENTITLEMENT

For the purpose of this scheme:-

(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. When National Insurance Industrial Injuries Benefit is receivable the equivalent rate of National Insurance Sickness Benefit will be taken into account.

(c) when Industrial Injuries Benefit is receivable the employee will be deemed to be receiving National Insurance Sickness Benefit:

(d) any loss of National Insurance Sickness Benefit arising from an employee's failure to claim full entitlement will not be made good by British Rail: if for any reason National Insurance Sickness Benefit at the level assumed is not received British Rail reserves the right to determine the amount of National Insurance Benefit to be taken into account in assessing sick pay under this scheme.

(5) PERIOD OF PAYMENT OF SICK PAY

The maximum period of entitlement to sick pay will be as follows:

- (a) for staff who have at least 6 months but less than one year's continuous service-6 weeks in a calendar year.
- (b) For staff who have at least one year's but less than 5 year's continuous service-16weeks in a calendar year.
- (c) For staff who have at least 5 year's but less than 10 year's continuous service-26 weeks in a calendar year.

6. LINKING-UP-OF ABSENCES

Any absence occurring within ten days of the end of an absence of more than two days duration will be linked up to that absence and the waiting period waived.

7. CALCULATION OF SICK PAY

- (a) The sick pay year will be 1st January to 31st December and the maximum period of entitlement within any calendar year will be that shown in Clause 5 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) Sick pay will begin to accrue on the weekday following the second weekday of any absence and will be paid on a daily basis of one-sixth of the weekly rate of sick pay for succeeding weekdays Monday to Saturday inclusive of absence within the entitlement period.

2. ENTITLEMENT TO BE SETTLED AT COMMENCEMENT OF ABSENCE

Entitlement as regards duration of sick pay applicable at the commencement of an absence shall continue throughout that absence and an employee who during a period of absence exhausts his sick pay entitlement under this scheme cannot re-qualify for further sick pay during that absence.

3. RATE OF PAY TO BE USED FOR SICK PAY PURPOSES

The rate of pay to be used for sick pay purposes will be the standard rate including any elements analogous to the standard rate which may be agreed from time to time.

10 MEDICAL CERTIFICATES AND SICK PAY STATUS CERTIFICATES

A medical certificate signed by a registered medical practitioner must be produced on the third day of absence and thereafter as issued by the Doctor.

Before any sick pay is authorised a sick pay status certificate must be completed.

A further sick pay status certificate must be completed if any change in the employee's entitlement to National Insurance Benefit during a period of sick leave. In case of doubt as to the amount of National Insurance Benefit receivable in a particular case, British Rail reserve the right to ask for National Insurance Form B.S.12.

11.OFFSETTING ARRANGEMENTS

Where there are existing arrangements under any scheme which provides sickness or accident benefits wholly or partly at the cost of British Rail the value of the benefits provided by British Rail in any particular week under such arrangements will be deducted from the sick pay due in respect of that week under this scheme.

12.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 this scheme.

13.PART-TIME STAFF

Payment of sick pay to part-time staff will be on the same basis as set out in Clause 3 of this scheme, but the minimum rate of sick pay for such staff will be reduced proportionately according to their normal working week.

14.MATERNITY LEAVE

Pre-natal confinement and post-natal leave will not rank for sick pay.

15.STAFF PROVIDED WITH FREE BOARD AND LODGING

Adjustments in the amount of sick pay payable under this scheme to staff who are provided with free board and lodging will be made by British Rail in consultation with the appropriate representatives of the staff.

16.ACCIDENTS OR INJURIES

In respect of absence due to accident or injury occurring either on or off duty, sick pay under this scheme will be paid as a loan which will be repayable to British Rail in the event of the member of the staff involved in such occurrence recovering damages from a third party or British Rail or compensation from the Criminal Injuries Compensation Board or any other body set up for a similar purpose.

PAYMENT OF WAGES - CONCILIATION STAFF INVOLVED IN ACCIDENT OR ILLNESS WHILST ON DUTY, OR ATTENDING HOSPITAL FOR TREATMENT

AT HOME STATION

(a) staff taken ill whilst on duty (other than with prescribed industrial disease)

Payment to be made for actual time worked only

(b) staff involved in accidents whilst on duty or taken ill with a prescribed industrial disease whilst on duty.

Payment for the turn of duty on which the accident occurs, or on which staff are taken ill with a prescribed industrial disease to be made as for actual time worked, subject to the minimum payment of a standard day`s pay.

Where staff meet with an accident on duty and remain at work but are subsequently unable to continue working, each case to be considered on its merits, but in general payment for the day involved to be made in those cases where industrial injury benefit is not payable.

AWAY FROM HOME STATION

(c) Staff involved in accidents or taken ill whilst on duty.

Staff involved in accidents or taken ill whilst away from home station, subject to a responsible Railway Officer Manager being satisfied as to the `bona fides` of the case, to have payment made up to the time of arrival back at the home station. In the case

Of men on double home turns taken ill whilst lodging at away station, payment to be made for the time spent travelling home passenger.

Such staff taken ill with a prescribed industrial disease or involved in a accident to receive a minimum of a standard day`s pay.

(d) Staff attending hospital for treatment

Staff who have received an injury whilst on duty or who have been certified by a Railway Medical Officer the Occupational Health Centre as suffering from an

occupational disease and as a result have to attend hospital for periodic treatment during normal working hours to be paid for the time lost at ordinary time rate in respect of any such day.

(e) *Accidents on Sunday*

Where staff meet with an accident on Sunday necessitating their ceasing work payment to be made for the hours worked up to the time of accident at the appropriate Sunday rate or the appropriate Sunday Duty minimum payment if this is greater.

(f) *Away from Home Station*

Where staff meet with an accident on Sunday necessitating their ceasing work payment to be made for the hours of duty up to the time of arrival back at the home station at the appropriate Sunday rate or the appropriate Sunday Duty minimum payment if this is greater.

SICKNESS WHILST ABROAD

(a) Railway Sick Pay will be entered paid where staff report sick whilst on holiday abroad during annual leave subject to the production of bona fide medical certificates and to entitlement under the Standard Sick Pay Arrangements.

National Insurance Sickness Benefit at the rates applicable within Great Britain will be deducted from Railway Sick Pay regardless of whether or not the employee received such benefit.

If an employee falls sick whilst holidaying in an European Economic Community country or certain of the countries with which there are Reciprocal Agreements then State Sickness Benefit at the same rate as in Great Britain should be payable subject to meeting certain requirements.

(b) Railway Company Sick Pay will not be entered paid where staff report sick whilst on special leave without pay.

ACCIDENTS ON DUTY-EX GRATIA PAYMENTS: REVISED ARRANGEMENTS WITH EFFECT FROM 1/6/81 (B.R.B. Letter of 26th November.1981)

(i) FATAL ACCIDENT ON DUTY

(a) A payment will be made to dependants of an employee who is killed on duty as a result of an accident (including road motor vehicle accidents, assaults, vandalism and voluntary acts to safeguard the life of other or property when on duty) The amount of the payment will be based on the following table but will be limited to a maximum of 10,000 in any one case (excluding the amount referred to in (i) (b) below)

	<i>Amount Payable</i>
	7,000
<i>Plus</i>	
For each dependent child	<u>1,500</u>

MAXIMUM TOTAL PAYMENT 10,000

(b) In addition to any payment made under (I) (a) above an immediate grant of approximately four weeks basic wages/salary will be made to dependants in the case of a fatal accident on duty.

(ii) PERMANENT SERIOUS DISABLEMENT SUSTAINED THROUGH AN ACCIDENT ON DUTY

An employee who as a result of an accident (including road motor vehicle accidents, assaults, vandalism and voluntary acts to safeguard the life of others or property) on duty sustains a serious permanent disablement as specified below will receive a payment from the Board. The amount payable in any one case will not exceed 10,000 and will be calculated as a percentage of the appropriate sum shown in the right hand column of the following table:

	<i>Amount on which Payment is Based</i>
	7,000
<i>Plus</i>	
For cash dependent child	<u>1,500</u>
MIXIMUM TOTAL PAYMENT	<u>10,000</u>

The percentage figure to be applied to the above amounts in cash case will be as follows :

(a) Permanent Total Disability	100%
(b) Total Permanent Loss of Sight in Both Eyes	100%
(c) Total Loss by Physical Severance or Total Permanent Loss of Use of Two Limbs or Both Hands or Both Feet	100%
(d) Total Loss by Physical Severance or Total Permanent Loss of Use of one Arm or Leg	60%
(e) Total Loss or Total Permanent Loss of Use of One Eye, One Hand or One Foot	40%

NOTE: *The maximum percentage to be applied is 100%*

(iii) If Coroner or Procurator Fiscal certifies that the subsequent death of an employee to whom a payment was made under paragraph (ii) above is a direct result of the injuries for which the payment was made a further payment will be made to the dependants to increase the total amount to the scale in paragraph (I) (a) above.

In the event of no Inquest or Post Mortem examination being held into the death of the Deceased each case will be dealt with on its own merits, but in any event the death must have occurred within 12 calendar months of the date of the relevant injury.

(iv) Payments will not affect any Common Law liability on the part of the Board, but in the event of a successful action against the Board or any other party , the payment will be recovered by the Board from the damages awarded . It will be necessary for the recipient of such payments to sign a receipt form giving such an undertaking.

STATUTORY INSTRUMENTS (1962 No. 183)

The Railway Employment Exemption Regulations. 1962.

The employment by British Transport Commission on British Railways as engine cleaners, firemen or signal box lads of male persons who have attained the age of sixteen is hereby exempted from :-

- (a) sub-section (3) of section one of the Employment of Women, Young Persons and Children Act, 1920 (b) (which prohibits employment of young persons at night in industrial undertakings as defined by that Act); and
- (b) Part vi of Factories Act, 1937. Except sections ninety-nine and one hundred (which part regulates the hours and holidays of young persons employed in factories)

Dated this 26th day of January 1962

SPECIAL LEAVE (R.I. Letters. 13/12/50 and 3/4/51)(B.R.B.Letter.28/4/77/)

LEAVE OF ABSENCE TO BE GRANTED TO STAFF UNDERTAKING CIVIC OR PUBLIC DUTIES

The following arrangements have been introduced as from 1st January 1951 :

1. STAFF HOLDING THE OFFICE OF LORD MAYOR, LORD PROVOST, MAYOR OR PROVOST AND CHAIRMAN OF COUNTY COUNCIL.

Staff elected to the Office of Lord Mayor, Lord Provost, Mayor or Provost or Chairman of a County Council may be given leave of absence as necessary to enable them to fulfil their civic duties and during such absence the Board Company will pay them their standard pay less the amount payable to them in respect of the performance by them of approved duties under part vi of the Local Government Act.1948.

2. STAFF SERVING AS MEMBERS OF LOCAL AUTHORITIES OR CERTAIN OTHER PUBLIC BODIES (OTHER THAN OCCUPANTS OF OFFICES MENTIONED IN (I) ABOVE).

Leave without pay may be allowed as necessary up to a maximum of 40 days per annum to staff serving as members of Local Authorities or other public bodies (other than occupants of offices mentioned in (I) above).

Staff elected to the office of town mayor will be allowed as necessary leave without pay up to a maximum of 40 days per annum. Some latitude will however be exercised in giving consideration to individual cases and a limited amount of additional leave will be granted where it is essential for the proper performance of the duties of office

provided the leave can be granted without interference with the conduct of the Railway's Company's business.

Members of Local Authorities and of other bodies specified in the Local Government Act.1948 are entitled to such payment out of public funds as is provided by part vi of the Act.

3. STAFF PROPOSED BY THE BOARD COMPANY OR OTHER BODY AND APPOINTED TO SERVE ON STATUTORY TRIBUNALS OR STATUTORY COMMITTEES (e.g. APPEAL TRIBUNALS LOCAL EMPLOYMENT OR RE-INSTATEMENT COMMITTEES)

Leave with standard pay may be granted as necessary to staff proposed by the Board Company to serve on Statutory Tribunals or Statutory Committees such as Appeal Tribunals, Local Employment or Reinstatement Committees. Any fees received in respect of duties performed up to the amount of standard pay granted during absence to be paid to the General Revenue of the Board Company..

Leave without pay may be allowed as necessary to staff nominated by an outside body to serve on Statutory Tribunals or Statutory Committees such as those mentioned above.

4. STAFF APPOINTED AS MAGISTRATES

Up to 18 days leave with standard pay per annum may be granted to staff for performance of magisterial duties.

5. REARRANGEMENT OF TURNS OF DUTY

Where turns of duty can be rearranged to enable staff to undertake public duties in their own time instead of granting leave of absence, either with or without pay, this should be done.

6. STAFF ATTENDING JUDICIAL PROCEEDINGS OTHERWISE THAN AS JURORS.

Leave without pay will be granted to staff attending Court on subpoena or witness summons, or required by the Court to attend in any capacity. Any pay lost in this way should if possible be recovered from the party requiring the attendance or from the Court where witnesses are paid out of public funds.

Leave without pay will be granted to staff attending Court as a plaintiff, Defendant, Petitioner or Respondent or in any similar capacity.

Standard pay will continue to be payable to staff instructed to attend judicial proceedings as witnesses or in any other capacity for the Board Company. Any sums

recovered in respect of the witnesses attendance (other than for subsistence) must be paid into the general revenue of the Board Company.

7. STAFF SERVING AS JURORS

Leave with standard pay will be granted to staff attending for service as jurors.

It is agreed that in those cases where staff have made application to court officials for release from Jury Service on their rest day and this has not been conceded, the staff may be allowed an alternative day(s) off at the earliest opportunity subject to their certifying that their application for release from Jury Service had been declined. When a week's Jury Service from Monday to Friday inclusive prevents staff from taking their scheduled rest day(s) due to an involvement with a prolonged case or the court official's non co-operation then a rest day in lieu will be granted on the Saturday.

8. GENERAL

- (a) All leave to be subject to the exigencies of the service except that staff receiving a summons or subpoena or direction from a Court to attend proceedings must be allowed the necessary leave.
- (b) Staff appointed to civic or public offices prior to 1951 and continuing in office will be dealt with on the bases of the new arrangements as from 1st January 1951. In the case of appointments to civic or public offices made during 1951 the new arrangements will operate as from the date of appointment.
- (c) "Standard pay" means the basic salary or wage excluding overtime, Sunday pay, bonus and other special payments.

SPECIAL LEAVE (R.S.C.Letter.21/1/64

LEAVE OF ABSENCE TO ATTEND FUNERALS OF NEAR RELATIVES

Leave with pay normally not exceeding one day will be granted to members of the staff to enable them to attend the funeral of a wife, or husband or partner, child, father, mother, stepmother, stepfather, brother, sister, stepbrother, stepsister, mother-in-law, father-in-law, own grandfathers or grandmothers.

When the employee is the sole member of the family responsible for making all the arrangements in connection with the funeral the local Manager may at his their discretion grant leave with pay up to a total of three days if this should be necessary.

DOMESTIC LEAVE WITH PAY

Subject to the local Manager being satisfied as to the merits of the case staff who were unable to take up their rostered turn of duty as a result of a catastrophe at home such

as fire, flooding, burglary, etc or because of other exceptional domestic circumstances would be granted a day's leave with pay at standard rate.

SPECIAL LEAVE FOR HOUSEHOLD REMOVALS (R.S.J.C. General Section.20/9/78)

Subject to the Local Manager being satisfied as to the merits of the case and exigencies of the service permitting, staff who are householders may be granted one day's leave of absence at standard rate for the purpose of removing their household effects.

STAFF TO BE GRANTED DAY'S LEAVE WITH PAY ON DAY OF MARRIAGE (R.S.J.C.(General) 27 September.1983)

A day's leave with pay will be granted to an employee on the day of his/her marriage, when the wedding takes place on a day constituting part of the individual's normal rostered guaranteed week and upon which the individual would have been rostered to work.

An individual whose day of marriage coincided with his/her rest day/free day, or Saturday in the case of staff rostered to work Monday to Friday only, would not qualify.

PATERNITY LEAVE

Arrangements containing in Min G.294 covering leave with pay to be granted to staff for exceptional domestic circumstances to include provision for a A day's leave with pay at standard rate to be granted to staff around the time of the wife's/partner's confinement.

LEAVE WHEN ATTENDING HOSPITAL OR VISITING DENTIST (R.S.N.C. Min.812 8/8/80) (YEAR 2000 Pay Deal)

Salaried and Conciliation staff required to attend hospital for treatment or consultation be granted leave at the standard rate of pay in respect of the time absent on the understanding that time off duty for this purpose would be kept to the absolute minimum. Sympathetic consideration will be given in case where staff have made arrangements for a dental appointment outside a turn of duty which subsequently. Management required to change to a time which would prevent the appointment being kept.

All non-emergency medical appointments (except hospital and Silverlink appointments) are to be taken in the employee's own time.

Staff required to attend hospital or dental surgery for treatment or consultation will be granted paid leave in respect of the time absent on the understanding that time off for this purpose would be kept to an absolute minimum.

Sympathetic consideration will be given in cases where staff have made arrangements for a medical/dental appointment outside a turn of duty which, subsequently, the Company require to change to a time which would prevent the appointment being kept.

STANDARD CODE OF CONCESSIONS

1. HOUSEHOLD REMOVALS

(i) Active Staff

(a) Service Removals (i.e. for B.R.B S.T.S. requirements)

The whole of following costs are allowed:

- (a) Rail, steamer and/or road charges
- (b) Container differential.
- (c) Collection delivery and detention charges.
- (d) Packing and unpacking charges.

NOTE : Concessions in respect of removal by road will only be granted in exceptional cases at discretion of the appropriate Commercial Officer.

(application to be made beforehand on Form B.R.6755 to the Department in which applicant is employed. The certified application form should then be submitted to the Commercial Officer for the District in which the forwarding station is situated when making arrangements for the removal)

(b) Removals at own request (i.e. other than for service reasons)

The following costs are allowed :

Half rail and/or steamer charge plus half standard cartage charges within C.& D. limits and half container charge:

No allowance if conveyance is by road.

(Application to be made on Form B.R.6755 to the Department in which applicant is employed. The certified application form should then be submitted to the Commercial Office for the District in which the forwarding station is situated when making arrangements for the removal. Applicant may if he so desires make his own arrangements regarding the employment of packing and unpacking firms. An account will be rendered to the employee for charges for which he remains responsible after allowance of the concession.)

The B.R.B. will bear the cost of Insurance Premiums subject to the following conditions:

- (a) Claims will be limited to 5% of the household removal charges.

- (b) The reimbursement of such costs will only apply in the case of service removals and does not apply to insurance of household effects during storage.

This allowance will be additional to the scheme for the reimbursement of legal e.t.c. costs and should be claimed in connection with the charges for removal of household effects.

(ii) RETIRED STAFF

(a) *First removal only within two years of retirement.*

Costs are allowed in so far as they relate to services performed by B.R.B. No allowance in respect of work performed by outside bodies nor in respect of packing or unpacking.

NOTE : Concessions in respect of removal by road will only be granted in exceptional cases at discretion of the appropriate Commercial Office.

(b) *Subsequent Removal (one only) or First Removal after two years of retirement.*

The following costs are allowed:

Half rail and/or steamer charge plus half standard cartage charges within C & D. limits and half container charge.

No allowance if conveyance is by road.

((a) and (b) Application to be made beforehand on Form B.R.6755 to the Department in which applicant was formerly employed.

The certified application form should then be submitted to the Commercial Office for the District in which the forwarding station is situated when making arrangements for the removal. Applicant may if he so desires make his own arrangements regarding the employment of packing and unpacking firms. An account will be rendered to the applicant for charges for which he remains responsible after allowance of the concession.)

(iii) WIDOWS OF STAFF ACTIVE OR RETIRED

The following costs are allowed:

- (1) If husband is killed or dies from injury whilst on duty provided removal is within two years of husband's decease:

Full rail and/or steamer cartage within C. & D. limits and detention charges.

- (2) If husband had completed 10 years service and home is removed within two years of husband's decease:

As in (1) above.

- (3) If husband had completed five years but less than 10 years service and home is removed within two years of husband's decease:

Half rail and/or steamer charges. No allowance if conveyance is by road.

((1),(2) and (3) Application to be made beforehand on Form B.R.6755 to the Department in which husband was employed. The certified application form should then be submitted to the Commercial Office for the District in which the forwarding station is situated when making arrangements for the removal. Applicant may if she so desires make her own arrangements regarding the packing and unpacking firms.

An account will be rendered to the applicant for charges for which she remains responsible after allowance of the concession.)

2. ACCOMPANIED PASSENGER TRAFFIC

BICYCLES, TRICYCLES, MOTOR CYCLES, AUTO CYCLES, CHILDREN'S PUSH CHAIRS (NOT FOLDED). PERAMBULATORS, BATH CHAIRS, INVALID CHAIRS AND DOGS.

Half the adult second class privilege fare subject to a fixed minimum charge of 5p and a maximum of 56p single and 1.12 return for all journeys between B.R. Stations and also with Irish ports via direct B.R. Steamers but no concession on the following services:

- (a) to Isle of Man;
- (b) by the Steamer between Weymouth and the Channel Islands;
- (c) Southern Region – by Continental Services between London and the English and French ports;
- (d) Eastern Region – by the boat trains and steamers between London and the Hook of Holland except by the “Day Continental” and “Scandinavian” boat trains during certain period of the winter months only.

(A concession ticket to be obtained at booking offices upon production of a periodical or residential pass free or privilege ticket, privilege holiday runabout ticket, or privilege season ticket, which must cover the whole journey for which the concession ticket is required.

A concession ticket is valid only when presented by the holder of the appropriate ticket for the journey as described above.

If a concession ticket is not obtained prior to commencement of journey the full public rate will be charged.)

3. UNACCOMPANIED PASSENGER AND GOODS TRAIN TRAFFIC

(i) PERSONAL PROPERTY INCLUDING SECOND HAND B.R.B. MANUALS AND OLD SLEAPERS AND FIREWOOD PURCHASD FROM B.R.B.

Half rail steamer and cartage charges.

NOTE: No concession is allowed in respect of the following:

Bicycles, tricycles, auto cycles, perambulators, bath chairs and invalids chairs, motor cars coal and coke, dogs and other animals passengers luggage in advance.

(Application to be made on Form B.R.6767/2 to the Department in which applicant is employed.)

(ii) MEMBERS OF RAILWAY HORTICULTURAL SOCIATY AND FUR AND SOCIETES

Ordinary consignments

Half rail steamer and cartage charges.

- (a) Exhibits to and from shows organised by the Railway Societies.

Free rail steamer and cartage charges

(Members of the Societies concerned should make the necessary arrangements through their own Society's organisation)

(iii) STATION GARDINS SHRUBS PLANTS AND IMPLEMENTS

Free rail steamer and cartage for all horticultural materials required solely for use on station gardens.

("Free" conveyance label to be obtained through normal departmental channels)

(iv) RAILWAY SERVICES ORPHANAGES AT DERBY AND WOKING
Clothing produce etc. despatched by railway staff for the use of the Orphanages to be conveyed free.

NOTE- Concessions are not granted in respect of cartage charges where no rail conveyance is involved.

("Free" conveyance label to be obtained through normal departmental channels.)

4. CORPSES

(a) Staff who die on duty, or as a result of an accident on duty.(including staff who die whilst lodging away from home under authorised arrangements in the course of their duty) qualify for free road/rail/ship conveyance of the corpse to employee's home or chapel of rest nearest to the place of residence.

(Application to be made to the department in which the deceased was previously employed.)

(b) of active staff who die in circumstances other than above.

Half rail and/or steamer charges.

(Charges to be paid in full and application for a refund to be submitted to the Department in which the deceased was previously employed.)

(c) of wives, partners and dependent children of active and retired staff.

Half rail and/or steamer charges.

(d) of female relatives acting as housekeepers to active and retired staff and to whom free or privilege tickets were issued.

Half rail and/or steamer charges.

(c) and (d) Charges to paid in full and application for a refund to be submitted to the department in which application applicant is employed.

GENERAL NOTES:

1. The concessions are limited to staff who have completed not less than 12 months` continuous service; except in the case of sections 1 (iii) (1). ,4 (a), 5 and 6 and in the case of 2 where the concessions may be granted to staff eligible for privilege tickets.

2. Except where specially provided, concessions may be granted also to retired staff and to widows/widowers of former members of the staff who are eligible for privilege tickets under the regulations.

3.The concessions to be strictly limited to the conveyance of articles belonging to and destined for the domestic use of or consumption by British Railways S.T.S. Staff where they are directly responsible for the carriage charges. In the

case of old sleepers and firewood “domestic use” is to be interpreted as for use in the actual residence of British Railways` S.T.S. staff.

4.The minimum charge (or refund granted) under these arrangements is 5p.

5.All parcels and goods carried free of charge or at half rate for any British Railways` S.T.S. employee will be conveyed only at owners` risk (except service household removals) and the British Railways Board Company will not be responsible for any loss, delay, detention or damage thereto.

6.Except where therein provided, allowances which include cartage are intended to refer only to cases where this service is performed by British Railways` S.T.S. vehicles within the free cartage area.

7.Traffic referred to herein is not conveyed by London Transport Railways subject to the same limitations as apply to the public.

8.Staff transferred owing to redundancy who are entitled to extended free residential travel as provided for in the National Redundancy Agreements, are allowed free parking or storage facilities (sections 5 and 6) at entraining station on British National Railways provided accommodation is available, under the same conditions and for the same periods. This facility also applies for the same periods to staff transferred within the normal free residential limits.

TOWELS (R.S.C.Letters. 11/3/57 and 10/7/58)

A clean towel (18in x 24in) will be supplied on an individual weekly exchange basis unless other alternative arrangements are made, i.e. such as hair – dryers. Towel masters, etc.

TRAINING ALLOWANCE (R.S.J.C. Min.1.215 27/6/61)

PAYMENT TO FOOTPLATE STAFF WHILST UNDERGOING TRAINING IN CONNECTION WITH DIESEL AND ELECTRIC TRACTION

1. RATE OF PAY

- (a) Where a man is resident at the training school at which instruction is given payment to be regarded as an inclusive payment embracing any overtime which attendance at the course involves and to be bases on :

The total weekday earnings which the man concerned would have received had he been at work during the period he was at the school :

or

The average total week-day earnings for a representative period of eight weeks :

Whichever is the greater.

- (b) Where a man is required to undergo training at his own depot or to travel daily to and from the training school or to another depot at which instruction is given

payment to be regarded as inclusive of any overtime which attendance at the course involves and to be based on:

the total weekly earnings which the man would have received had he been at work during the period he was undergoing training; or
time to and from the school (or to and from the away depot) each day where applicable : or
the average total weekday earnings for a representative period of eight weeks.

Whichever is the greater.

NOTES

(i) Where trainees have to travel to and from residential training schools outside normal working hours, special consideration will be given on merits at Regional level to cases in which it is considered the travelling time to and from the school is excessive, particularly where travel on Sundays is unavoidable.

(ii) As the payments provided for in (a) and (b) above are to be based on weekday earnings. where a man is unable to work a rostered Sunday turn because of the time at which he has to be in attendance for training the question of making suitable reimbursements is to be dealt with specially on merits.

2. EXPENSES

- (a) For staff attending a training school where lodging away from home is involved and meals and accommodation are provided by the Management at no cost the man and for staff undergoing at their own depot or at another depot where meal expenses and lodging away from home are not involved-no expenses payments to be made.
- (b) For staff attending a training school or undergoing practical training at an away depot more than one mile from the home depot where lodging is not involved :
If mid-day meal is provided free of charge – no expenses payment to be made.
If mid – day meal is not so provided – expenses payment on standard basis applicable to Conciliation staff to be made.

ADDITIONAL MEAL ALLOWANCE TO TRAINMEN ATTENDING TRAINING COURSES ON DIESEL AND ELECTIC TRACTION (R.S.J.C.L. 446.28/1/70)

If the overall time incurred from signing on duty at the home depot to signing off duty at the home depot is in excess of 10 hours (i.e 10 hours or over) the Railways will either provide extra food or make payment of an additional Meal Allowance.

3. REST DAY ARRANGEMENTS (R.S.C. Joint Sub-Committee Min 2.6/3/62)

On the understanding that trainees whose rest day fall on Monday to Friday inclusive with the training period at the school or away depot will work on their rest days without additional payment and take the following Saturday as a rest day in lieu the undermentioned arrangements will apply :

- (a) Staff attending training school or undergoing training at an away depot will be free from duty on Saturday which fall within the period of training or which follow immediately after a period of such training. If required to

work on normal Footplate duties at their depot on such Saturdays they will be dealt with under the rest day arrangements for work so performed.

- (b) In the case of men training at their home depot the question of the allocation of rest days will be left for determination by the Local Departmental Committee.
- (c) In the case of three rostered rest days falling within a fortnight's training period an additional day's leave will be granted.
If required to work on normal Footplate duties at their depot on such additional days they will be dealt with under the rest day arrangement for work so performed.

FOOTNOTE :- (R.S.J.C.L.455.11/11/70)

If a man's Rest Day falls on a day when he would be due to be training he will be rostered to take his Rest Day for that week outside the training period. The alternative Rest Day should be re-rostered to be taken on the Saturday except by mutual consent.

DRIVERS ACTING AS DIESELS AND ELECTRIC INSTRUCTORS

(R.S.J.C.Min.L.49. 9/10/57)(R.S.J.C.Min. L 216.27/6/61)

A training allowance of 30 minutes per day is paid to drivers required to give practical instruction to trainee drivers on diesel or electric traction units.

Additionally drivers taken off their normal work to give practical training in diesel or electric driving come within the provisions of Clauses 1 (b) and 2 of R.S.J.C. Minute L.215.27/6/61 relating to "payment to Footplate Staff whilst undergoing in connection with diesel and electric traction".

TRAINING FOOTPLATE STAFF ON DIESEL ELECTRIC TRACTION: STANDARD CONVERSION COURSES

The basic diesel electric locomotive training will be given on a Class 25.33.37 or 47 type locomotive and conversions from the basic training types shall be as follows inclusive of the passing out examination :

<i>Class</i>	<i>Recommendation</i>	<i>Remarks</i>
*03	5 days	All practical training to be given on locomotive in traffic.
*06	5 days	
*7	5 days	
08 09&13	5 days for group i.e A man already trained on any of these classes will be regarded as competent on either of the other two classes without further conversion training. Except that for conversion from Class 08/09 to Class 13 one further day conversion training will be allowed.	

<i>Class</i>	<i>Recommendation</i>	<i>Remarks</i>
25	5 days	A man already trained on
26	5 days	any one of these classes will
27	5 days	be allowed 2 days for conversion to any other class in this group.

<i>Class</i>	<i>Recommendation</i>	<i>Remarks</i>
20	5 days	A man already trained on any one of these classes will be allowed 3 days for conversion to any other class in this group.
37	5 days	
40	5 days	

<i>Class</i>	<i>Recommendation</i>	<i>Remarks</i>
31	5 days	5 days on other Regions Extra 1 day allowed on Southern Region due to infrequency of 47 Class working on that Region.
33	5 days	
45	5 days	
46	5 days	
47	6 days on S.R	
50	5 days	
*55	5 days	

<i>Class</i>	<i>Recommendation</i>	<i>Remarks</i>
56	5 days	A man who is already trained on a Class + 252 will be allowed 2 days for conversion training to 253/254.
253/254	15 days	

*Few locomotives of this Class + One locomotive of this Class.

Prior to any new classes of diesel electric locomotive entering service standard conversion courses should be negotiated level.

TRAVEL FACILITIES (R.E. Meeting 3/5/49) (R.S.C..30/11/55) (B.T.C. Meeting. 27/10/59) (B.T.C. Letters. 19/5/60. 18/8/61) B.R.B. Meeting 18/12/63)

REPLACE WITH CURRENT ALLOWANCE

SIMPLIFICATION OF PROCEDURE FOR ISSUE OF TRAVIL FACILITIES

(i) *Free Travel Card / Privilege Travel Card*

A dual purpose free travel card / privilege ticket identity card will be issued to each eligible employee annually for self and qualifying dependants. The free travel portion of the card will incorporate a number of blank spaces and the holder will insert the first day of travel in the next available space before setting on a journey. The card when signed by the holder and presented with a photograph identity card also signed will be a valid travel between all B.R. stations. It will also be recognised at booking offices for the purchase of privilege rate tickets.

(ii) *Dependent Children*

Individual travel cards will be issued for all dependent children over the age of three. Photograph identity cards will only be required for those children who are 16 years of age or over.

- (iii) *Validity of Each Day of Free Travel*
Each date endorsed upon a travel card will permit the holder free travel on that day, together with free travel up to midnight on the following day. In addition to this, free travel will be permitted on overnight trains that depart between the hours of 22.00 and 24.00 on the previous day to that entered on the card.
- (iv) *Free Travel Quota*
Staff will be allocated a specific number of “days “ of free travel 16 occasions of up to 50 hours of free travel. Variable individual entitlements will be controlled when the card is issued by the use of a cancelled stamp in the spaces to ensure that only the number of free days travel to which eligible are extended to the holder.
- (v) *Free Travel Year*
The free travel year will run from 1 April of one year to the 31 March of the following year. If however staff have not used full allocation of days by the end of March they can use those remaining until the 30 June. Thereafter or any time from 1 April to 30 June staff will be able to exchange their old travel card for a replacement new card.
- (vi) *Travel Irregularities*
If upon inspection of travel card a ticket inspector notes that this has not been dated, the matter will be dealt with by the inspector cancelling the next space with a cross whereupon the holder will be requested to complete the following space in the inspector’s presence. If an inspector encounters a card upon which the wrong date has been entered, this will be crossed out and again the holder will be asked to complete the following space in the inspector’s presence. In the event of there being no further empty space in the situations outlined the matter will be regarded as a travel irregularity and progressed accordingly.
- (vii) *Lost Travel Card Privilege Card*
Lost cards will be replaced on the first loss during a year upon payment of a fine (currently 5). This fine will apply if both the travel card/privilege card and the photograph identity card are lost and also if either are lost individually. In such circumstances, unused days of free travel will be allotted to the individual on a pro-rata basis. If a second loss is occasioned during the year, the individual will lost any entitlement to free travel for the remainder of the year. This procedure would be overlooked if the card(s) has been stolen so long as it can be proved that the theft was a bona fide case. It will be necessary for the matter to be reported to the police and a police confirmation slip to this effect will need to be produced.
- (viii) *First Aid Passes and Duty Travel etc.*
Travel afforded for other than leisure purposes e.g. duty and first aid passes will after 1 April 1983, be granted in the form of “x” type Edmundson card tickets.

(ix) *Residential Travel*

Staff will not be permitted to use the new dual purpose card for residential travel and an endorsement to this effect will be included on the card.

NEW ENTRANTS TO THIS SERVICE (FULL – TIME AND PART – TIME STAFF (B.R.B.LETTER 14/11/69) (B.R.B.LETTER 5/8/69)

New entrants are granted the full quota of B.R. free tickets after six months service. This service qualification is waived in respect of new entrants who immediately prior to entering the service received free tickets as dependant children of employees. The full quota of free tickets is granted irrespective of any tickets received during the current year as a dependant.

It is agreed that all Established Status Staff who leave the Railway Service having attained 60 years of age and having completed at least 10 years service will be treated as having retired for the purpose of qualifying for travel facilities in retirement.

Staff who leave the service before normal retirement age on other than grounds off ill – health to be permanently disqualified for further issue of free tickets if they take up other employment.

Staff 50 years of age or over or under 50 years of age with 25 years service who leave owing to ill – health will continue to receive British Railway travel facilities whether or not they take up other employment.

CHILDREN

Children under the age of five can travel free when accompanied by a fare paying passenger.

FUNERALS (B.R.B. Letter 15/10/64) (R.S.J.C.G.87) (R.E.Circular May 1948) (B.T.C.Letter 31/10/57)

Additional free tickets will be granted to active and retired staff and widows to enable them to attend the funeral of father, mother, sister, brother, son or daughter on an all line basis. As in the case of active staff these arrangements apply to both the retired member of the staff and his wife.

RESIDENTIAL

Salaried and Wages Staff employed in the area of the Greater London Council will be granted free residential travel for distances not exceeding 12 miles.

Salaried and Wages Staff employed outside London will be granted free residential travel for distances not exceeding eight miles.

Free residential travel will not be confined to the Region in which the member of the staff is employed but it does not include travel on the London services.

Mileage in excess of the distance covered by free residential travel will be on the basis that the excess mileage rate payable by a member of the staff who for example is entitled to 12 miles free and travels 18 miles is six-eighteenths of the public rate. This formula will be applied to all cases.

**TRAVELLING FACILITIES – WITHDRAWAL OF PASSENGER SERVICES
– REIMBURSEMENT OF RESIDENTIAL TRAVEL COSTS
(B.R.B.Letter 20/3/67)**

The Railways have agreed to introduce an arrangement whereby they will reimburse public transport costs in excess of 1 per week incurred following withdrawal of rail passenger services. This would apply only to travel undertaken for the purpose of getting to and from duty and only where the road service is a replacement of former rail services and represents the cheapest reasonable mode of transport available. Payment would if necessary be made for a maximum of three years following the date of withdrawal of the rail services and the arrangements are effective as from Monday 5th June 1967.

PRIVILEGE TICKET ARRANGEMENTS

The following are the terms and conditions upon which Privilege Tickets are issued to British Railways staff for use on the Board's railways the steamers shown in Appendix 1 and the service operated by other Administrations shown in Appendix 11 subject to the special provisions of each separate Administration as set out therein. First Class travel may be granted only to staff who under the regulations qualify for First Class free travel for other than duty or residential purposes. Restrictions on the use of Privilege Tickets by certain trains and steamers will operate from time to time (principally during the summer season and at holiday times). It will be the responsibility of intending travellers to ascertain that the train or steamer by which they contemplate travelling is not one to which restrictions apply. Where Privilege Tickets are at present granted to staff on a more favourable basis than set out in these regulations such concessions may be continued of present recipients.

PART 1

PERSONS ELIGIBLE FOR PRIVILEGE TICKETS

1. **ACTIVE STAFF**

Privilege Tickets are granted to active staff who have been continuously employed by British Railways for a period of not less than one month. The qualifying period of one month before becoming eligible for Privilege Tickets will NOT be required in the case of a new entrant into British Railways service whose parent had received Privilege Ticket under Clauses 1.2.3.4.and 6 hereof for the use of such new entrant immediately preceding the date of employment by British Railways.

Staff who are discharged from British Railways service owing to redundancy (without resettlement payments) may on rejoining such service within three years be given credit for previous service in connection with entitlement to Privilege Tickets.

2. **RETIRED STAFF**

Privilege Tickets are granted to retired British Railways staff who have completed 5 years continuous service and:

- (i) retire at or after normal retirement age;
- (ii) staff who leave the service before normal retirement age on other than grounds of ill-health to be permanently disqualified for further issue of free tickets if they take up other employment.

3. STAFF COMPENSATED UNDER THE PROVISIONS OF THE WORKMEN'S COMPENSATION ACTS OR IN RECEIPT OF BENEFIT UNDER THE NATIONAL INSURANCE (INDUSTRIAL INJURIES) ACT

Privilege Tickets are granted to staff who:

- (i) are wholly and permanently incapacitated and in receipt of :
 - (a) weekly compensation under the Workmen's compensation Acts from British Railways, or
 - (b) benefit under the National Insurance (Industrial Injuries) Acts, provided that at the time of incapacity they were eligible for Privilege Tickets;
- (ii) have been paid a lump sum under the Workmen's Compensation Acts by British Railways and left their service, provided that they were then 60 years of age or over and not less than 20 years continuous service;
(facilities to be permanently withdrawn on taking up other employment)
- (iii) are temporarily but not permanently incapacitated and in receipt of weekly compensation under the Workmen's Compensation Acts from British Railways or benefit under the National Insurance (Industrial Injuries) Acts, provided that at the time of incapacity they were eligible for Privilege Tickets and they do not follow any other employment.

4. STAFF CERTIFIED FIT FOR WORK FOLLOWING ACCIDENT OR ILLNESS

A British Railways employee who is certified fit for light work following accident or illness but for whom a suitable post cannot be found in the service remains eligible for Privilege Tickets from the date his Insurance Card was handed to him for so long as his name remains on the books, provided that he does not engage outside employment and has not refused any reasonable post offered to him by British Railways When his name is finally marked off the books, he is then dealt with under the provisions of Clause 2.

5. WIVES/HUSBANDS

Wives/Husbands privileged tickets are granted to a married member of the staff eligible for such tickets for one legal spouse but not for a spouse legally separated. The employee remains responsible for the proper use of such facilities.

6. WIDOWS

Privilege Tickets are granted to widows of former staff who were not separated from their husbands at the time of decease (provided that they do not re-marry) and whose husbands were eligible for Privilege Tickets and had completed not less than five years continuous service.

Privilege Tickets are granted to widows of staff killed on duty who were not separated from their husbands at the time of decease (provided that they do not

re-marry) and whose husbands were eligible for Privilege Tickets. (No service qualification if killed on duty.)

NOTE: The issue of Privilege Tickets ceases on re-marriage.

7. CHILDREN

Privilege Tickets are granted to male staff and widows eligible for Privilege Tickets for their children who are wholly dependent except as provided for in (a) and (b) below and who are permanently living with them or temporarily resident away from home in connection with school education for the purpose of undergoing advanced education as students or apprentices beyond the normal school leaving age, subject to the following conditions:

- (a) Under 21 years of age where income does not exceed 25.00 gross per week or the equivalent thereof which includes items such as free board and lodgings lunches etc;
- (b) 21 years of age or over and wholly dependent upon the applicant; under or over 21 years of age who are permanent invalids and have never been able to follow any employment provided that they are wholly dependent upon the applicant except for any state Benefit received.

NOTES : In interpreting (a), (b) and (c) above, scholarship or Maintenance Grants (including any amount provided for cost of travel) or allowances for payment of educational fees, purchase of books, etc, in connection with advanced education will not be considered as earnings or the equivalent thereof and may be ignored.

Any allowances payable under the Family Allowance Acts may also be ignored.

Persons whose children have once taken up employment which rendered them ineligible for Privilege Tickets will be permanently disqualified from the concession for the children except :

- (i) Where the employment is permanently relinquished on account of ill-health, provided the child is wholly dependant upon applicant except for any State Benefit received;
- (ii) Where the employment is permanently relinquished for domestic reasons which in the opinion of the Chief Establishment and Staff Office are of an exceptional character. Cases which do not conform with the requirement of Clause 9 (Housekeepers) will not normally be dealt with under this section;
- (iii) Where the employment was of an interim character whilst waiting to commence a full-time non-remunerative educational course. Temporary employment may also be ignored during vacations throughout the period of such course but Privilege Tickets are NOT to be allowed during any such period when the child is earning any amount which would normally render him or her ineligible for the concession;
- (iv) Where taking up permanent employment on leaving school and then subsequently deciding to go in a full-time non-remunerative course provided that :
 - (a) the educational course is stated not later than 12 months after the loss of travel facilities; and
 - the individual is under the age of 21 years at the commencement of the educational course.

(Cases under (i), (ii) and (iii) above must be specially submitted through the usual channels to the Chief Establishment and Staff Office for decision.)

NOTE : All references to children in the Clause apply also to step-children.

TRAVEL FACILITIES – CHILDREN NOT LIVING WITH BUT BEING SUPPORTED BY MEMBER OF THE STAFF (B.R.B.Letter. 10/370)

The Board have agreed that travel facilities may be granted for dependent children not permanently living with the employee, under the following conditions :

- (i) the child is fully supported by the employee;
- (ii) free or privilege tickets may be used only during periods when the child is visiting the employee.

ADOPTED CHILDREN

Privilege Tickets may be issued for permanently adopted children on the same basis as set out in Clause 7. This arrangement will NOT apply where any allowance, other than Family Allowance received for the child exceeds 25.00 per week.

(Facilities can be granted under this Clause only when authority has been obtained through the agreed Regional channels.)

FOR ILLEGITIMATE CHILDREN OF MALE STAFF

Following discussions between the British Railways Board and the trade unions, the Board is now prepared to consider on merit applications from full-time active male staff for travel facilities for an illegitimate dependant child who is living with the other parent but being financially supported by the employee. The male employee would be required to produce conclusive evidence of paternity such as a court order and proof of dependency such as a maintenance order.

TRAVEL FACILITIES FOR ORPHANS

It is agreed to grant privilege tickets to the orphans of railway employees not in the case of railway employees.

It is intended to cover the situation by a simple revision to the statement in the case of orphans who are in the case of railway employees i.e. the individual accepting responsibility for the case of the travel facilities, documents will be required to sign the following statement :

“Name.....

The above orphan of a former railway employee who is nether adopted nor fostered lives permanently with me/is in my care as a dependent child. I accept responsibility for the proper use of the Privilege Ticket Identity Card/Photograph Identity Card issued in his/her favour and tickets obtained as a result of its/their production. I understand that improper use of these facilities will result in their withdrawal and could lead to prosecution.”

This puts all orphans on the same basis as far as the granting of travel facilities is concerned in other words, orphans of deceased railway employees in the care of railway employees, those not in the care of railway employees and those in railway

orphanages are all eligible for 3 British Rail Free Tickets per annum plus privilege ticket travel.

The Regulations presently provide that the facility of granting P.T. travel/free tickets to children of deceased parents continues whilst the orphans are unmarried, under 21 years of age and not in remunerative employment. It has also been decided that this provision will be replaced by the normal arrangements applicable to children travel facilities as contained in the P.T. Regulations (B.R.7103).

TRAVEL FACILITIES – FOSTER CHILDREN

Free and privilege tickets on B.R. Service may be issued to persons eligible for such tickets for foster children on the same basis as is applied to permanently adopted subject to the following provisos :

- (a) such travel facilities will be granted only in respect of a child who has been continuously fostered by the same employee for 12 months.
- (b) Such travel facilities will not be granted where contributions from Local Authorities etc, for the upkeep of a child exceed the current child's maximum permitted income limit.
- (c) If a child is itself receiving an income such travel facilities will not be granted where the income from the Local Authority or other source for the upkeep of the child and the child's income together exceed the current child's permitted income limit.

HOUSEKEEPERS

Privilege Tickets may be issued to Staff for a female relative (as specified below) acting as bona fide permanent resident house keeper to the applicant on the following basis provided she is entirely dependent upon the applicant for a gross unearned income not exceeding 36.00 per week.

For the purpose of computing this amount the difference between standard Widow's Pension and Widowed Mother's Allowance granted under the National Insurance Acts, also allowances under the Family Allowance Acts (viz, amounts received in respect of housekeeper's children) may be ignored.

<i>Married Man</i>	For his Mother, Daughter, step-Daughter or Sister, Where (I) his wife is permanently incapacitated and unable to travel or (ii) he is divorced or separated from his wife.
<i>Widower</i>	For his Mother, Daughter, step-Daughter or Sister.
<i>Single Man</i>	For his Mother or Sister.
<i>Dependent Children of Female Employee</i>	Permitted income of husband permanently incapable Of following any employment owing to accident or illness.
<i>Female Relative of Employee acting as Resident Housekeeper</i>	permitted income of Housekeeper if otherwise eligible.

Elderly Daughter or Sister who remain unmarried will continue to receive travel facilities as a Housekeeper after the death of the employee provided that housekeeper

had enjoyed these facilities for not less than 10 years and was 50 years of age or over, on the same basis as applicable to Widows.

NOTE: These arrangements are not applicable to relatives by marriage (except Step-Daughters).

Facilities can be granted under this Clause only when authority has been obtained through the agreed Regional channels.

TRAVEL FACILITIES – COMMON LAW SPOUSE

Board will grant travel facilities to common law spouses on B.R. services subject to :

- (a) All facilities previously granted for a legal spouse to be first surrendered and withdrawn.
- (b) The concession to be applicable to one common law relationship at any one time.*
- (c) The relationship must have already existed for five years.
- (d) The signing of a statutory declaration as to initial eligibility and a yearly declaration on unchanged circumstances (to be made at the time of the annual renewal of identity cards).

* This wording is different to that quoted at the meeting viz, the concession to be applicable to one common law relationship only except in death. The Minutes of the meeting will reflect this change.

It is the intention to include in the concession all children being fully supported within the relationship subject to the normal qualifying conditions as set out in Clause 10 of the P.T. Regulations. The paragraph within Clause 10 relating to children of separated parents will also apply.

If the relationship ends and a second common law relationship is entered into the second common law spouse and dependent children will not be eligible to be considered for the granting of travel facilities until the relationship has existed for five years. In the case of the first relationship having ended other than by death, travel facilities will not be granted to the second common law spouse until all facilities previously granted to the first common law spouse have been surrendered and withdrawn.

Children of the first relationship will be dealt with under Clause 10 of the P.T. Regulations.

In retirement or widowhood travel facilities will be granted on the same basis as applied to a legal spouse and dependants.

To apply for the new concession an individual will be required to complete Form B.R. 6590 (Application for Identity Card(s)) in the usual way adding the words Common Law Spouse in Section 2. In addition the applicant will also be required to complete a statutory declaration.

It will be noted that responsibility for recovering travel facilities documents previously granted to a legal spouse is placed firmly on the employee. This will also apply in the circumstances where travel facilities documents fall to be recovered from the spouse of a common law relationship which has ended.

PART II

PRIVILEGE TICKET IDENTITY CARDS

Privilege Tickets for travel on British Railways are issued only on production at booking offices of each person's valid identity card, except as indicated in Clause 5 and 10. Privilege Tickets are valid only when presented with the holder's identity card. Where Privilege Tickets are presented without valid identity cards the difference between the Privilege Ticket fare paid for the journey concerned at the appropriate public rate will be collected at the time. A Ticket Irregularity Report will also be submitted.

1. IDENTITY CARDS (GENERAL)

Identity cards are issued after completion of application form (B.R. 6599/12) to active staff who qualify for Privileged Tickets under Clauses 1 and 4 of part 1 to retired and compensated staff under Clauses 2 and 3 to widows under Clause 6 for privilege ticket travel on British Railways only and in each case to eligible dependants.

2. TYPES OF IDENTITY CARDS

Separate identity cards are issued to each eligible person including children of five years of age and over. There are five types of which must be signed as follows :

- CARD A (active or Retired Employee)..... by the holder.
- CARD B (Wife or Housekeeper)..... by both the holder
And the employee.
- CARD C (Children 5 and under 15 years of age)..... by the employee.
- CARD D (Children 15 years of age and over).....by both the holder
And the employee.
- CARD E (Widow)..... by the holder.

NOTES:

- (i) Identity cards issued to a widow for her dependent children will be signed by her as indicated for C and D above.
- (ii) No person eligible for Privilege Tickets may hold more than one identity card. Identity cards issued for first class travel are printed black on white and for second, black and blue.

3.IDENTITY CARDS FOR CHILDREN UNDER 15

Identity cards issued to children under 15 years of age must remain in the possession of one of the parents except when the child purchases tickets and travels alone.

4. VALIDITY AND RENEWALS OF IDENTITY CARDS

The maximum period of validity of the card is five years (including the year of issue), subject to annual endorsements.

5. POSTAL APPLICATION FOR PRIVILEGE TICKETS

In the case of postal applications for Privilege Tickets to British Railways Continental Offices at Victoria and Liverpool street, the numbers of the privilege tickets identity cards should be included on the appropriate application form (B.R.6500 and B.R.6500/1). The identity cards are not to be sent with the application form.

6.SURRENDER OF IDENTITY CARDS

Any identity cards must be surrendered immediately the holder ceases to be eligible for Privilege Ticket facilities either permanently or temporarily.

7. ALTERATIONS TO IDENTITY CARDS

Holders of identity cards are expressly forbidden to make any alteration or addition thereto.

8. LOST IDENTITY CARDS

If an identity card is lost, a charge of 1 will be made.

9. PURCHASING PRIVILEGE TICKETS (B.R.B.Letter.6/4/65)

Except when commencing journey at unstaffed stations or halts, privilege tickets must be purchases before journeys are commenced otherwise the full appropriate public fares must be paid.

Holders of Privilege Tickets identity cards travelling from unmanned stations or halts will be able to obtain excess fare tickets from all Ticket Inspectors and Ticket Collectors, whether on trains or at station barriers, at privilege rates on production of valid identity cards and a reasonable assurance that the journey started from an unmanned station or halt.

Apart from the foregoing and the Special Arrangements as detailed in Appendix 1, privilege tickets are only issued at the point from which the journey commences.

10. FIRST CLASS TRAVEL

Holders of identity cards valid for second class travel must not request other than second class privilege tickets on British Railways except as provided for in General Note 1 of Appendix 1 or for the services of other Administrations except as provided for in Appendix II. Holders of first class identity cards may request second class tickets.

PART III MISCELLANEOUS INFORMATION

(a) PRIVILEGE TICKETS FARES

Fares for Privilege Tickets for travel on British Railways are calculated as under :

Adults aged 15 and over

Single TicketsOne quarter ordinary public single fare, minimum charge 1p.

Return Tickets.....One half ordinary public single fare minimum charge 2p.

Children 5 years of age and under 15

Single or Return Tickets ...One half adult Privilege fare minimum charge 1p.

Fractions of a penny will be charged as a penny.

NOTE : Minimum fares on through bookings to London Transport stations :

Adults10p single.

Children5p single.

(b) EXCESS FARES

The excess fares indicated below will be charged if a Privilege Ticket is used the following circumstances :

- (i) beyond a station to which it is available – public fare for the excess distance;
- (ii) by an alternative route for which a higher fare is payable – the difference between the respective public fares;
- (iii) by a train or steamer which is not available to Privilege Ticket holders – the difference between the privilege and public fares.

(c) SUPERIOR CLASS OF TRAVEL

The holder of a privilege Ticket travelling in superior train or steamer accommodation will be charged the full appropriate public fare for the journey as if no payment had been made for the Privilege Ticket.

(d) THROUGH FARES (Clause deleted)

(e) VALIDITY OF PRIVILEGE TICKETS

Privilege Tickets are valid as follows:

Single TicketsThree days including day of issue (NOTE Sundays is NOT counted except when the ticket is dated for That day.)

Return TicketsOne calendar month (for both the outward and return journey).

(f) ALTERNATIVE ROUTES

Where alternative routes exist the availability of Privilege Tickets is the same as for ordinary tickets.

(g) BREAK OF JOURNEY

Break of journey is allowed for Privilege Tickets as for ordinary tickets.

NOTE: Break of journey is not allowed at London Transport stations.

(h) TRAVEL BETWEEN STATIONS IN LONDON

Through Privilege Tickets routed “via London” do NOT include conveyance by London Transport services between the respective London stations.

(j) STEAMERS

Single or return Privilege Tickets are issued at special rates for use by the steamer services set out in appendix 1.

(k) TICKETS ISSUED FOR FEMALES

Privilege Tickets issued for females are stamped with the letter “w”.

(l) BUSINESS TRADING OR RESIDENTIAL PURPOSES

Privilege Tickets must NOT be used for business or trading purposes or for residential purposes as defined in part IV (A) or in lieu of season tickets.

(m)ROAD SERVICES

Privilege Tickets are NOT available by any Road service.

(n) **CONDITIONS AND REGULATIONS**

Privilege Tickets are issued subject to :

- (a) the conditions and regulations applicable to ordinary tickets contained in the publications and notices of :
 - (i) the British Railways Board as applicable to a journey or any part of a journey on the Board's railways or steamers and
 - (ii) the London Transport Board as applicable to a journey or any part of a journey on the London Transport Board's railways.Except in so far as such conditions and regulations are varied by these arrangements;
- (b) the conditions and regulations relating to Privilege Tickets of any other body or person upon whose undertaking the Tickets are available as applicable to a journey or any part of a journey on such undertaking.

(o) **WITHDRAWAL OF PRIVILEGE TICKETS**

The Board may withdraw the issue of Privilege Tickets at any time.

**PART IV
PRIVILEGE SEASON TICKET ARRANGEMENTS**

(A) FOR RESIDENTIAL PURPOSES

Privilege Season Tickets for residential purposes as defined hereunder may be issued ONLY to:

- (i) All active staff of British Railways for travel between residence and place of employment with the Board;
- (ii) Children eligible for Privilege Tickets under Clause 7 and 8 of Part I for:
 - (a) travel between residence and place of education, provided that the whole cost of travel is paid by the parent and the Education Authority has declined to make any grant in respect thereof;
(Travel allowances included in maintenance grants to students undergoing advanced education may be ignored.)
 - (b) travel between residence and place of education provided that they are eligible for Privilege Tickets under Clause (7) of Part I.

The minimum period of issue for Privilege Season Tickets for residential purposes is three months except (i) where staff make a temporary change of residence when the minimum period is one month; or (ii) in the case of children requiring the periods of availability to coincide with school terms; or (iii) in the case of Tickets required for less than three months (but not less than one month) to coincide with date of retirement.

(B) FOR OTHER THAN RESIDENTIAL PURPOSES

All persons eligible for Privilege Tickets under Part I may be granted Privilege Season Tickets for other than the residential purposes defined in Clause (A). Privilege Season Tickets under this heading must NOT be used for business or trading purposes or for any other gainful purpose.

The minimum period of issue for Privilege Season Tickets under this heading is one month.

(C) CHARGES

The charge for Tickets issued to active staff under (A) (I) who are entitled to free mileage for part of the journey is calculated on a special scale. In all other cases the charge for adults is one quarter of the ordinary public season ticket rate.

The charge for children under 15 years of age is one half of the adult Privilege Season Ticket rate.

(D) Privilege Season Tickets are issued subject to the conditions and regulations contained in the publications and notices of the British Railways Board and London Transport applicable to ordinary season tickets and the following special conditions which in case of any conflict between such conditions shall prevail.

SPECIAL CONDITIONS

(i) Privilege Season Tickets may be used only (a) by the persons in whose favour they are issued and (b) in the class of accommodation for which they are available and if any Ticket is used in contravention of this condition the full appropriate public fare for the journey will be charged as if no payment has been made for the Ticket;

(ii) if the holder during the currency of the Ticket ceases to require it for the purpose for which it was granted in consequence of a change of residence or duties or of leaving the service or if the holder ceases to be eligible for a Privilege Season Ticket the Ticket must be surrendered to British Railways;

(iii) the right is reserved to cancel or refuse to issue or renew a Privilege Season Ticket.

PART V

PRIVILEGE HOLIDAY RUNABOUT TICKETS

Privilege Holiday Runabout Tickets are issued at special rate to cover certain of the areas for which such tickets are issued to the general public where the entire availability is confined to British Railways service. There may be obtained on presentation of Identity Cards, and are valid only when presented with the holder's Identity Card.

RESIDENTIAL TRAVELLING FACILITIES – SALARIED AND CONCILIATION STAFF COMPULSORILY TRANSFERRED (R.S.C. M isc. Min. 1/11/55) (R.S.J.C.G.80.27/6/63)

Standard arrangements for the granting of residential travelling facilities to apply to Salaried and Conciliation staff compulsorily transferred on account of redundancy, closing of offices or depots, or re-organisation (other than staff transferred as an alternative to dismissal):

(i) Staff in receipt of lodging allowance. Normal residential travelling facilities between station nearest lodgings and new home station.

(ii) Staff in receipt of travelling allowance in lieu of lodging allowance. Free residential travel between station nearest home and new home station. Facilities to be continued after payment of travelling allowance ceases, provided that conditions which gave rise to payments of Travelling Allowance are still fulfilled.

(iii) Staff not in receipt of lodging allowance or travelling allowance in lieu and who are permitted to travel daily:

(a) Married men and single members of the staff (or widowers) with dependants living with them or who are householders :

Free residential travel between station nearest home and new station for five years and thereafter for so long as the redundant man remains in a post carrying a rate of pay the same as or lower than that of the post in which declared redundant.

(b) Single members of the staff (or widowers) not with in (a) above:

Free residential travel between station nearest home and new station for 12 months only. Thereafter normal residential facilities.

Cases in which it is claimed hardship would result if the special concession provided for in (b) above was withdrawn to be reviewed on their merits.

The reimbursement of any additional bus or London Transport rail fares reasonably incurred where staff take a post which is some distance from that which they formerly held and they are permitted to travel daily shall apply in similar circumstances and cover the same period as obtains in the case of free rail travel referred to in clauses (a) and (b) above.

Section B Conditions of issue of travel facilities granted by other Transport Administrations

Section C Method of application for travel facilities

Section D Purchase of Reduced Rate Tickets, Seat Reservations, etc,
For Continental journeys

PART II

Administrations in the International Travel Facilities Arrangements

Section A General Conditions

Section B Administrations and Special Conditions

PART III

Continental Administrations not in the International Travel Facilities Arrangements

Section A General Conditions

Section B Administrations and Special Conditions

PART IV

Overseas Railways

Section A General Conditions

Section B Administrations and Special Conditions

PART V

British and Irish Administrations

Section A Free Travel

Section B Reduced Rate Travel

TRAVEL FACILITIES OVER OTHER TRANSPORT ADMINISTRATIONS

PREFACE

By agreement with certain other Transport Administrations the British Railways Board is able to obtain travel facilities for British Rail permanent active staff and retired staff and in some cases for their dependants in certain circumstances. Travel facilities are also obtainable in some instances for widows of former members of the staff and their dependants.

The attention of all concerned is drawn to the fact that these facilities are additional to the concessions granted to staff on British Rail. They are provided subject to the goodwill of the Board and the other Administrations concerned and may be amended or withdrawn at any time.

Individuals availing themselves of these concessions are reminded of their responsibility to comply with the regulations and conditions in force from time and to safeguard the privilege by exercising the greatest care in their custody and use.

PART I

GENERAL INFORMATION AND INSTRUCTIONS

SECTION A

1. NOTES FOR GUIDANCE

Read carefully the general conditions set out in part I.

Turn to the appropriate Section (Part II,III,IV or V) which deals with the journey to be made, noting the general arrangements and any special conditions relating to the Railway and/or shipping Administration involved.

British Rail Staff Travel Cards and privilege tickets are not valid on the services of any Administration shown in this Booklet, except Belgian Maritime Transport Authority and Zeeland Steamship Company and S.N.C.F. Cross Channel Ships.

SECTION B

CONDITIONS OF ISSUE OF TRAVEL FACILITIES GRANTED BY OTHER TRANSPORT ADMINISTRATIONS

GENERAL CONDITIONS

Eligibility

2. Active Staff

After a qualifying period of service free and/or reduced rate travel facilities are granted by other Administrations to permanent full-time active staff and in some cases for their spouse and dependant children. Subject to certain exceptions which are stated in the appropriate section, dependant children who under the existing British Rail regulations are afforded travel facilities on British Rail are generally also granted travel facilities by other Administrations. Details of the travel facilities granted and the conditions appertaining thereto are shown in the appropriate section which deals with the journey to be made.

An employee is not granted the facilities shown in Parts 1 to 1V for his/her spouse where he/she is living apart from the employee.

3. *children*

- (a) The age limit at which young children travel free under the ordinary tariffs varies between different Administrations. (See Paragraph 33(iii)).
- (b) Continental Administrations do not grant an additional reduction for children entitled to half rate under the ordinary tariffs, except as shown in Paragraph 33.
- (c) An employee is granted the facilities shown in Part 1 to 1V for dependant children who are eligible for full B.R. Travel Facilities if the children are resident with the spouse who is living apart from the employee. These facilities cease, however, upon remarriage of the spouse who is living apart from the employee if the child continues to live on the latter's residence.
- (d) Orphans are granted travel facilities as shown in Paragraph 39 (Widows/Widowers).

4. *Housekeepers*

On the British and Irish Administrations covered by Paragraph 72 reduced rate travel facilities are granted to housekeepers who hold British Rail Staff Travel Cards. They can also be granted travel facilities on Canadian Railways-see Paragraph 55. Free and privilege travel is granted to Housekeepers on Belgian Maritime Transport Authority and Zeeland Steamship Co.

5. *Retired Staff*

Many Administrations will grant travel concessions to retired staff and for their spouse and dependant children subject, in some instances, to special age and service qualifications. Details of these and other requirements are shown in the appropriate sections.

Retired staff under 65 years of age returning to railway employment after a break in service, however short, continue to be regarded as retired for the purpose of travel facilities on all Administrations except those listed in Paragraph 71, Belgian Maritime Authority and Zeeland Steamship Co.

Staff under 65 years of age who remain in the service after minimum retirement age without any break in service and who do not uplift their railway pension continue to receive travel facilities on other Administrations as for active staff.

6. *Widows/Widowers*

Continental Administrations grant limited travel facilities to Widows/Widowers and dependant children of former members of the staff, including free and reduced rate on the Belgian Maritime Transport Authority and Zeeland Steamship Co. Concessions for widows/widowers are granted by some other Overseas Railways and by British and Irish Administrations.

7. *Class of Travel*

The class of travel allowed by other Administrations is the same as that granted to the employee on British Rail, except for certain British Administrations (see Page 70-71.) It is a serious offence for staff to travel first class with second class facilities and any reported will be dealt with severely. The French National Railways impose a fine in addition to collecting the fares due.

8. Transport to Superior Class

Holders of second class International Free Coupon or Tickets may transfer to first class on all Administrations shown in Paragraph 41 on payment of the difference between second and first class ordinary fares. Transfer may be arranged when ordering reduced rate tickets or booking seats at the Continental Office shown in Paragraph 20.

9. Restrictions

Restrictions, other than those shown herein, may be imposed from time to time, in which event notice will be given.

10. Supplements

Supplements are payable on certain trains.

11. Road Services

Travel facilities are not generally available for use by Road Services.

12. Refunds

Refunds are only granted in exceptional circumstances and are dependent entirely on the goodwill of the Administration concerned. In no circumstances will the French National Railways entertain any request which is not supported by a "Note de Service" which is obtainable when making the journey. Applications for refund must be made through the usual departmental channels except in the case of reduced rate tickets purchased at Victoria which are completely unused or partially unused and officially endorsed, when the employee may apply direct to that office.

13. Staff Party Travel

The Organiser of Staff Party Travel must obtain clearance from the relevant Group Sales Office:

(a) Rail/Ship Travel B.R. European Rail, Travel Centre, P.O Box 303, VICTORIA, London SW1 1JX.

(b) Ship Only (Port to Port) : Sealink U.K. Ltd. P.O Box 29, VICTORIA, London SW1 1JX.

14. Separate Quotas of Free Travel

Unlike British Rail, other Administrations do not grant separate quotas of free travel to employees, spouses and children. Therefore in the event of a spouse and/or child being issued with a free coupon ticket to travel without the employee this counts against the employee's quota. Likewise an employee who uses a free ticket for a journey without the family would not be eligible for a further free ticket in the same year for the family on the same Administration, unless eligible for two free tickets per annum on the Administration concerned.

15. Notice Required

- | | |
|--|----------|
| (a) International Free Coupon Tickets and Reduced Rate Cards } | |
| (b) Free Tickets - }
Isle of Man Steam Packet Company | 6 weeks |
| (c) Free and Reduced Rate Travel – Other Continental }
Administrations } | 8 weeks |
| (e) Free and Reduced Rate Travel - Overseas Railways }
(except American) } | |
| (f) American Railways | 10 weeks |
| (g) Caledonian MacBrayne Ltd. | 10 days |

16. Special Applications

In extenuating circumstances outside the control of the applicant, every effort will be made to obtain travel facilities notwithstanding shorter notice.

17. Broken Service

The broken service arrangements in regard to eligibility for British Rail free travel (see B.R.7103/2, paragraph 6 0 also apply to the issue of travel facilities on other Administrations. These arrangements do not apply to Caledonian MacBrayne Ltd, in respect of any break in service after 31 December 1970.

18. Staff Absent from Duty through Sickness

The issue of travel facilities on other administrations to staff absent from duty through sickness is at the discretion of Management.

SECTION C

19. METHOD OF APPLICATION FOR TRAVEL FACILITIES

Requests for travel facilities should be made on the following forms :-

- | | |
|--|--|
| Free Coupon Tickets for Railways shown – B.R.4569/3
In Part II,Section B | |
| International reduced rate cards all – B.R.7108/5 | |
| Free and reduced rate tickets on other
Administrations excluding Canadian
Canadian Railways – B.R.6591 | |

SECTION D

PURCHASE OF REDUCED RATE TICKETS, SEAT RESERVATIONS,ETC.FOR CONTINENTAL JOURNEYS

20. Postal Applications

Reduced rate tickets to and from Continental destinations and seat reservations, etc, may be obtained by postal application up to six months in advance of the journey contemplated, on form B.R.6544 addressed to :-

B.R. European Rail Travel Centre,
P.O Box 303,
VICTORIA,
London SW1 1JX.

All cheques, postal orders and money orders MUST be crossed and made payable to “ BRITISHRAILWAYS “ Loose notes and cash must NOT be enclosed . Tickets for additional local journeys must be purchased on the Continent. Tickets, documents, etc, will be sent to the applicant via the Railway despatch system and it is important that full address of place of employment is shown on applications. If P.O services desired a stamped addressed envelope must enclosed.

21. *Personal Calls*

Staff may make personal calls at the B.R. European Rail Travel Centre, Victoria Station London SW1 1JX to purchase tickets, etc. (not more than 12 weeks before the journey contemplated) on Weekdays between 08.00 hours and 18.00 hours. Continental reduced rate tickets are not issued on day of travel. Enquiries regarding reduced rate tickets, etc, cannot be dealt with by telephone.

PART II

ADMINISTRATIONS IN THE INTERNATIONAL TRAVEL FACILITIES ARRANGEMENTS

SECTION A

GENERAL CONDITIONS

22. *Free Travel – International Free Coupon Tickets*

Free travel on the Administrations listed in Section B is granted by means of International Coupon Tickets.

23. *Reduced Rate Travel – International Reduced Rate Cards*

Continental reduced rate travel is granted by means of an International Reduced Rate Card (form B.R.2059 for active staff and form B.R.2059/1 for retired staff and widows/widowers), whereon are listed the Administrations which grant this concession. The card can be presented at any booking office of the Administration concerned and at the undermentioned Tourist Offices; also at the B.R. European Rail Travel Centre, Victoria, for reduced rate tickets to and from destination only. Reduced rate tickets for Additional journeys must be purchases on the Continent.

(a) The following Tourist Office:

Austrian Federal Railways (O.B.B.)

The Austrian Travel Office (Osterreichisches Verkehrsburo) and any of its sales outlets.

Belgian National Railways (S.N.C.B.)

Belge Voyages, Boulevard M. Lemonnier, 117, Brussels.

Reisebureau Geerink, rue des Colonies 6, Brussels.

Voyages Cuvelier, rue d Arenberg 14, Brussels.

Danish State Railways (D.S.B.)

D.S.B. travel agencies only.

French National Railways (S.N.C.F.)

British Rail Office, 12 Bd de la Madeleine Paris 9e.

D.B. Office, 24 rue Condorcet, Paris 9e.

RENFE Office, 1 Ave Marceau Paris 16e.

German Federal Railways (D.B.)

Württembergisches Reisebüro (DER 3) Stuttgart.

(in the main railway station).

Deutsches Reisebüro (DER 10) Berlin – Steglitz, Schloss Strasse 27.

Hungarian State Railways (M.A.V.)

Railway H.Q. offices and authorised sales outlets (but not non – affiliated travel agencies such as Ibusz, Cooptourist, Budapest – Tourist Express, Volantourist).

Norwegian State Railways (N.S.B.)

N.S.B. travel agencies only.

Swedish State Railways (S.J.)

S.J. travel agencies only.

Yugoslavian State Railways (J.Z.)

Railway travel agencies and Regional Transport Organisations.

(b) at the B.R. European Rail Travel Centre, P.O. Box 303, Victoria Station London SW1 1JX, but not on day of travel.

(c) by post from B.R. European Rail Travel Centre, P.O. Box 303 Victoria Station. Form B.R. 6544 should be completed in duplicate and the International Reduced Rate Card number(s) quoted on the form but the card itself should not be sent with the application.

24. International Reduced Rate – Dependants

One card is normally issued for the employee and each eligible member of his family, except dependent children 15 years of age and under 25 years of age for whom separate cards are obligatory. Individual cards for each eligible person are issued if required, although a reduced rate card issued in favour of an employee/spouse and family may be used by any member of the family named on the card when travelling alone.

25. International Reduced Rate Cards – Surrender, Renewal, etc.

International Reduced Rate Cards must be kept in a safe place when not in use and returned to the Issuing Office on expiry or if the holder becomes ineligible for Continental Reduced Rate Tickets whether permanently or temporarily. Requests for renewal should be made early in the year.

26. Loss of International Reduced Rate Cards

If International Reduced Rate Card is lost this should be reported at once to the Issuing Office; the holder to pay the standard charge. Lost cards subsequently found must be returned to the Issuing Office. The Management reserve the right to withhold the issue of duplicate cards in case of negligence.

27. Signature

International Free Coupon Tickets must be signed on the front cover by the holder before use. The applicant must sign for children under 15 years of age.

28. Validity

International Free Coupon Tickets are valid for a maximum period of three months from date of issue and International Reduced Rate cards are valid for six years, subject to renewal for the years of travel. International Free Coupon Tickets issued during December will be made valid until 31 March of the following year.

International Free Coupon Tickets and/or Reduced Rate Tickets are Valid Only when Presented with Passports. International Reduced Rate Cards must also be presented with Reduced Rate Tickets.

29. Trans European Express

Except for notes below, first class international free and reduced rate tickets, also second class facilities excessed for use in first class accommodation under the provisions of paragraph 8, are available on T.E.E. on payment of the full supplement.

Notes:

If complete journey in France is by T.E.E. there is no advantage in using international coupons on these services.

Second class international coupons may be used T.E.E. services in France on payment of one quarter of the first class fare in addition to excess fare to first class and T.E.E. supplement.

First class International Coupons may be used on T.E.E. trains in France subject to payment of a quarter of the first class fare and the full T.E.E. supplement.

Second class International Coupon Tickets are subject to payment of the full difference between first and second class public fares plus a quarter of first class fare and the full T.E.E. supplement. These facilities are not available on certain T.E.E. services in France and details of the restrictions are notified from time to time.

30. Availability of Internal Free Coupon Tickets

Once a coupon ticket has been used and a return to Great Britain has been made it cannot under any circumstances be used for a second journey. This applies even if one or more of the coupons in the ticket has not been touched or has only been partly used. Any attempt to use the coupon ticket for a further journey will be treated as a serious irregularity.

31. Continental Car Carrying Services

International Coupons or Reduced Rate Tickets may be used by the Continental Car Carrying service provided a single 50 per cent reduced rate ticket is held by one adult passenger and the ordinary charge is paid for the car whether or not passengers and care are conveyed by the same or different trains. Holders of travel facilities must pay full sleeper charges.

Holders of travel facilities who are not among the occupants of car being conveyed, are not permitted to travel in car sleeper trains.

Application must be made on form B.R.24861/96 in duplicate and after certification by the applicant's authorised Staff Travel Card Issued, it should be sent to Continental Motorail Dept, B.R. European Rail Travel Centre, P.O. Box 303, Victoria Station, London SW1 1JX.

The concession will be suspended during certain periods of the year and during these periods staff will be able to use the car carrying services, provided that, in addition to payment of ordinary public rate for the car, one car passenger holds a single full fare ticket.

32. *Children – Seats and Berths on Continental Journeys*

Every child occupying a seat or berth, irrespective of age, must be covered by a valid ticket. Whilst ordinarily Coupon Tickets are not issued for children of under four years, when more than one child under this age from the same family is travelling together, Coupon Tickets may be issued for two children in one of their names to enable reservations to be made in sleeping cars/couchettes.

33. *Age Limits for Children*

(i) The age limit at which young children travel free under the ordinary tariffs varies between different Administrations (see (iii) below).

(ii) Administrations which are partly to the International Travel Facilities Arrangements grant no additional reduction for children entitled to half rate under the ordinary tariffs, except where children of staff receive reduced rate travel at quarter of the ordinary adult rate, as follows:-

Belgian National Railways } by means of International
French National Railways } Reduced Rate Card.

Coras Iompair Eireann } by means of Staff Travel Card.
Northern Ireland Railways }

(iii) The ordinary tariff arrangements for children are as follows :-

Administration	Age up to Which Young Children Are carried Free under Ordinary tariffs	Age up to which children are charged half rate under ordinary tariffs
Austrian Federation Railways	6	15
Belgian National Railways	6	12
Czechoslovakian State Railways	5	10
Danish State Railways	4	12
Finnish State Railways	4	12
French National Railways	4	12
Coras Iompair Eireann	5	16
German Federal Railways	4	12
Gyor-sopron-Ebenfurts Austrian Portion	6	15
Hungarian Portion	5	10
Hellenique State Railways	4	12
Hungarian State Railways	5	12
Italian State Railways	4	12
Jugoslav State Railways	4	12
Luxembourg National Railways	4	12

Netherlands Railways	4	10	
Northern Ireland Railways		4	14
Norwegian State Railways		4	16
Portuguese Railways	4	12	
Spanish National Railways		3	7
Swedish State Railways	6	12	
Swiss Federal Railways (including Swiss Minor Railways)	6		16

(iv) Dependent children cease to be eligible for International Free Coupon Tickets (where granted and International Reduced Rate Cards on attaining their 25th birthday.

(v) Free and reduced rate travel facilities are granted to fully dependent children 25 years of age and over without upper age limit, as shown below, by means of national free tickets and, except for C.L.E. and N.I.R., national reduced rate vouchers. C.I.E. and N.I.R. issue reduced rate tickets on presentation of British Rail Staff Travel Cards.

Belgian National Railways	Sons and Daughters
Coras Lompair Eireann	Sons and Daughters
Italian State Railways (reduced rate only)	Daughters
Northern Ireland Railways	Sons and Daughters

ACTIVE STAFF

34. *Free Travel*

Unless otherwise stated, free travel is granted on one occasion per annum on each Administration to all active full-time permanent staff one year's continuous service and in certain cases (where shown under Special Conditions) for their spouses (but not common law spouses unless stated otherwise and dependent children unless 25 years of age, provided the dependants are eligible for British Rail travel facilities, as follow :-

35. *Reduced Rate Travel*

Unlimited half rate travel, unless otherwise stated, is granted after one year's continuous service to all active full-time permanent staff and spouses (but not Common Law spouses unless stated otherwise) and dependent children under 25 years of age provided they are eligible for British Rail travel facilities.

36. *Notes*

Under the International Travel Facilities Arrangements housekeepers to members of the staff and staff engaged on a temporary basis or who are under contract for a limited period are granted reduced rate travel facilities on the C.I.E. and N.I.R. by means of British Rail Staff Travel Cards.

RETIRED STAFF

37. *Free Travel*

Retired staff (including redundant staff) are eligible for International Free travel facilities as shown in Section B for themselves, their spouses (but not Common Law spouses unless stated otherwise) and dependent children provided they are eligible for full B.R. travel facilities as applicable to retired staff and the retired employee :-

- (a) was during active service eligible for international travel facilities for at least 10 years;
or
- (b) prematurely retired as a result of an accident at work and was eligible for international travel facilities during active service.

Note :

The above arrangements apply to those staff retiring after 1st January, 1982. Staff retiring before that date are eligible for International Free travel Facilities provided they were at least 55 years of age or if they left the service owing to ill-health or to redundancy before 55 years of age, had completed 20 years continuous service. Sub-Clause (b) applies equally to those that retired before 1 January, 1982.

Retired Staff are also eligible for the following :-

- (i) Those who retired after 1 January, 1984, and are eligible for F.I.P. facilities in retirement, May request any coupon ticket not already issued from their last annual allocation at the time of retirement or at any time during the nine months following that date. Such tickets are issued with a three months period of validity.
- (ii) Those mentioned in (I) above may also apply for one free coupon ticket on each network in the F.I.P. valid for three months, at any time up to 45 months after their retirement date. The facility is also granted to the spouse and dependent children of eligible retired staff (on those networks where free travel is granted to spouses and dependent children).
- (iii) Those not eligible to receive F.I.P. facilities in retirement but who enjoyed the facilities in active service may request any coupon tickets not already issued from their last annual allocation at the time of their retirement or at any time during the three months following their retirement date. Such tickets are issued with a three months period of validity. This arrangement applies only to those staff who during the six months period involved are eligible for full B.R. travel facilities. Any retired member of the staff wishing to avail themselves of this facility should be allowed to retain their active International Reduced Rate Card until the expiry of the six month period and the card dated accordingly.

38. Reduced Rate Travel

- (i) International Reduced Rate Cards issued to active staff may be used up to six months after date of retirement and will be finally dated to expire accordingly.
- (ii) International Reduced Rate Cards are granted to retired staff for themselves, their spouse (but not Common Law spouses) and dependent children on the basis of the same service and age qualifications as set out in clause 37 which deals with the granting of International Free travel facilities to retired staff.

39. WIDOWS/WIDOWERS

Free travel on one occasion each year on Belgian, Italian, Luxembourg, Netherlands, Portuguese, Northern Ireland Railways and Coras Iompair Eireann. Half rate Continental travel facilities are granted to Widows/Widowers of former members of the staff and their dependent children provided they are eligible for free travel

facilities on British Rail as applicable to Widows/Widowers and the deceased employee:-

- (a) died on active service and had been eligible for Continental travel facilities for at least 10 years;
or
- (b) died on active service as a result of an accident at work and at the time of decease was eligible for Continental travel facilities;
or
- (c) died in retirement and was eligible for Continental travel facilities at the time of decease.

Note :

The above service qualifications apply in respect of those staff who retired or died in active service after 1 January 1982. Before that date free travel for widows (where appropriate) are granted only when the deceased employee :

- (i) would have been eligible for International travel facilities had he remained in the service until retirement age and had completed 20 years service;
or
- (ii) if in retirement he was eligible for International travel facilities at time of decease.

A widow/widower ceases to be eligible for Continental travel facilities for self and children on remarriage.

The arrangements mentioned in paragraph 37 (i), (ii) and (iii) also apply to Widows/Widower(s) and their dependent children (and orphans) (subject to bilateral agreements giving free travel to members of the family (see Section B) – substitute date of decease for date of retirement. However, insofar as paragraph 37 (ii) is concerned where the member of the staff dies in retirement, passes not applied for before the retired members decease can only be applied for by the Widow/Widower up to the date 45 months after the members retirement. The coupon tickets referred to in paragraph 37 (i) and (ii) are granted to Widows/Widower(s) and their dependants only if their deceased spouse had been eligible for International travel facilities for 10 years in active service.

PART TIME STAFF

40. All staff who are permanently and exclusively employed part-time by the Board for at least 50 per cent of standard hours are eligible for the following facilities :-

- (i) Staff who have completed at least 11 years service (note, part-time service counts for one half and consequently a member of staff who has been employed only on a part-time basis must have completed 22 active years service) – an International Reduced Rate Card and a minimum of one free pass each calendar year.
- (ii) Staff who have completed the equivalent of at least one years full-time service but less than the equivalent of 11 years – an International Reduced Rate Card and a minimum of one free pass every two calendar years.

This has the effect of granting to those part-time staff who fall into Category (i) the same Travel Facilities on F.I.P. networks for themselves and their dependants that are issued to their full-time counterparts. Staff who fall into Category (ii) are entitled to an International Reduced Rate Card and are eligible for free passes only on an alternative year basis for themselves and dependants.

Part-time staff who retired after 1 January 1984 who have been employed for at least the equivalent of 11 years are also eligible for the same F.I.P. facilities as their full-time counterparts receive in retirement. The eligible dependants of deceased part-time staff qualify for the same F.I.P. facilities as those enjoyed by the dependants of deceased full-time staff so long as at the time of death the employer has performed the equivalent of 11 years service.

SECTION B

PARTICIPATING ADMINISTRATIONS IN THE INTERNATIONAL TRAVEL FACILITIES ARRANGEMENTS AND SPECIAL CONDITIONS APPLYING THERETO

41. Free and /or reduced rate travel is granted on the following Administrations subject to the general instructions in Section A and the following special conditions :-

<i>Administration</i>	<i>Special Conditions</i>
Austrian Federal Railways	Free travel is granted to spouses and dependent children under 25 years of age. Free travel is granted to retired staff, but not their spouses or dependent children or widows/widower(s) on one occasion each year.
Belgian National Railways	Free travel is granted to spouses and dependant children and is granted to Salaried Staff on two Occasions each year. Reduced rate travel for active staff – quarter rate. International Coupons and Reduced Rate Tickets are valid on certain Road Services which have replaced train services on some secondary lines. Special free tickets and/or reduced rate vouchers for specific journeys may be obtained for fully dependent sons and daughters 25 years of age and over without upper age limit. Free travel is granted to retired staff, their spouses and dependant children also widows/widowers of staff and their dependent children, on one occasion each year
Bern –loetschberg Simplon Railways	International Coupon and Reduced Rate Tickets are valid on the service operated by this Administration, On Lake Thun and Brienz. Free travel is granted to spouses and dependent children under 25 years of age.
Bodensee Toggenburg Railways	-
Coras Iompair Eireann	Free travel for employees their spouses and dependent children is granted to salaried staff on two occasions per annum and to Wages Staff on one occasion per annum. Special free tickets for specific journeys may be obtained for fully dependant sons and daughters 25 years of age and over without upper age limit.

Reduced rate travel is granted after one month's service by means of and under the conditions relating to British Rail Staff Travel Cards (see Paragraph 71) International Reduced Rate Cards are not valid.

Reduced rate travel is granted to all active full time permanent staff (after one month's service) for their spouses and dependant children.

Free travel is granted to retired staff, their spouses and dependent children, also widows/widowers of staff and their dependant children on one occasion per annum.

Housekeepers to members of the staff are granted reduced rate travel (see Paragraph 36).

Czechoslovakian State Railways	-
Danish State Railways	-
Emmental-Burgdorf Thun Railways	Free travel for employees and spouses.
Finnish State Railways	-
French National Railways	Free travel is granted to spouses, dependant children under 25 years. Free travel is granted to Salaried Staff on two occasions per annum. Reduced rate travel for active staff – quarter rate. Inter-City trains supplements payable.
German Federal Railways	-
Gyor-Sopron Ebenfurti Railways	-
Hellenic State Railways	Free travel is granted to spouses and dependant children under 25 years of age. Free travel is granted to retired staff their spouses and dependent children under 25 years of age.
Hungarian State Railways	-
Italian State Railways	Free travel is granted to spouses and dependent children under 25 years of age to retired staff their spouses and dependant children under 25 years of age, also widows/widowers and their dependant children under 25 years of age, on one occasion per annum. Special reduced rate vouchers for specific journeys may be obtained for fully dependent daughters 25 years of age and over without upper age limit. Travel facilities are valid by Rapido Trains – first class and second class on payment of appropriate supplement(s). Travel facilities are valid by Express trains (first class only) – first class on payment of full supplement plus reservation fee – second class the same as first class, plus second to first class difference in full fares. Except for through journeys from station outside Italy, half-rate tickets must be obtained before start of journey.

	International Coupon Tickets are valid on Civitavecchia-Golfo Aranci (Sardinia) Boat Service – day time only; Box validity extended by a further 24 hours. International Reduced Rate Cards not valid.
Jugoslav State Railways	-
Lake Constance Ships	Free travel is not granted, but a reduced rate ticket may be obtained on production of an International Reduced Rate Card, although Lake Constance ships are not mentioned on the card.
Luxembourg National Railways	Free travel is granted to spouse and dependant children under 25 years of age. Free travel is granted to retired staff, spouses and dependant children under 25 years of age and Widows/Widowers and dependant children under 25 years of age on one occasion per annum. International Coupon and/or Reduced Rate are valid on certain road services which have replaced train services on some secondary lines.
Mittel Thurgau Railway	-
Montreux-Oberland Bernois Railways	Free travel is granted to spouses and dependent children under 25 years of age.
Netherlands Railways	Free travel is granted to spouses and dependent children and is granted to Salaried Staff on two occasions per annum. Free travel is granted to retired staff their spouses and dependent children under 25 years of age also to Widows/Widowers and their dependent children under 25 years of age on one occasion per annum.
Northern Ireland Railways	Free travel for employees their spouses and dependant children under 25 years of age is granted to salaried staff on two occasions per annum and wages staff on one occasion per annum. Special free tickets for specific journeys may be obtained for fully dependant sons and daughters 25 years of age and over without upper age limit. Reduced rate travel is granted after one month's service by means of and under the conditions relating to B.R. Staff Travel Cards (See paragraph 71) International Reduced Rate Cards are not valid. Housekeepers to members of the staff are granted reduced rate travel (see paragraph 36). Free travel is granted to retired staff their spouses and dependent children, also to Widows/Widowers and their dependant children, on one occasion per annum.
Norwegian State Railway	-
Portuguese Railways	Also incorporates Estoril Railways. Free travel is granted to spouses, dependant children under 25 years

		of age, also retired staff spouses and dependant children under 25 years of age; Widows/Widowers and dependent children under 25 years of age .
Rhaetian Railways	-	
South Eastern Railways (Switzerland)	-	
Spanish National Railways		<p> Holders of travel facilities are required to pay the full supplement on T.E.R, E.T.R.O.N. and T.A.L.G.O. trains</p> <p> Holders of International Coupon Tickets must pay 1.6 per cent of the normal public fare for the journey as a compulsory insurance premium at the departure station or on the train.</p>
Swedish State Railways	-	
Swiss Federal Railways	-	

PART III

CONTINENTAL ADMINISTRATIONS NOT IN THE INTERNATIONAL TRAVEL ARRANGEMENTS

SECTION A

GENERAL CONDITIONS

42. Except where otherwise stated, special free travel and/or reduced rate vouchers must be obtained for specific journeys on Administration listed in Section B of Part III.

ACTIVE STAFF

43. Free Travel

Unless otherwise stated, free travel is granted on one occasion per annum to all Active full-time permanent staff one year's continuous service.

44. Reduced Rate Travel

Unless otherwise stated, half rate travel is granted after one year's continuous service to all active full-time permanent staff, their wives (but not common Law wives unless stated otherwise) and dependent children under 21 years of age, provided they are eligible for British Rail travel facilities. Reduced rate travel is unlimited as to number of occasions.

45. Housekeepers

Housekeepers to members of the staff are granted free travel, also reduced rate travel facilities by means of British Rail Staff Travel Cards on Belgian Maritime Transport Authority and Zeeland Steamship Co.

46. Temporary Staff

Staff engaged on a temporary basis or who are under contract for a limited period are not granted travel facilities.

RETIRED STAFF

47. *Free Travel*

Free Tickets obtained before date of retirement may be used within their validity after retirement.

48. *Reduced Rate Travel*

On Belgian Maritime Transport Authority Zeeland Steamship Co, quarter rate tickets are granted to all retired staff, their spouses, dependant children and housekeepers by means of British Rail Staff Cards. Reduced rate travel on certain other Continental Administrations shown in Section B is granted to former full-time permanent staff and their wives (but not Common Low wives unless stated otherwise or children and housekeepers) provided they are eligible for free travel on British Rail in retirement and where at least 55 years of age at date of retirement. Staff whose normal retirement age is below 55 years and staff who retire owing to ill-health or leave the service owing to redundancy before 55 years of age, must have had 20 years continuous service with British Rail and/or the Constituent Companies at date of retirement.

49. *Widows / widowers*

Travel facilities on the Continental Administrations in part III are not granted to widows/widowers of former members of the staff, except as shown in paragraph 50, under the heading Widows/Widowers.

SECTION B

SPECIAL CONDITIONS

50. Free and/or reduced rate travel is granted on the following Continental Administrations subject to the general arrangements shown in Part I and in Part III Section A and the following special conditions :-

<i>Administration</i>	<i>Special Conditions</i>
ACTIVE STAFF	
Belgian Maritime Transport Authority (Dover/Folkestone/ and Ostend)	joint service with Sealink U.K. Ltd. B.R. Staff Card valid for free and reduced rate travel is granted to spouses and dependent children.
Bernese Oberland Bernois Railways Brigue – Visp Zermatt Railway	International Reduced Rate Cards are not accepted on these shipping services. B.R Staff Travel Cards may be used for free travel on Jetfoil services subject to payment of supplement and post taxes. No reduced rate travel afforded. Reduced rate travel only-all staff – quarter rate. Wives and dependant children – half rate. Reduced rate travel only – all staff – quarter rate on one occasion per annum, thereafter unlimited half rate. Wives and dependant children – half rate.
*Bulgarian Railways	-
Egyptian State Railways	-

Furka-Oberalp Railway	Same as Brigue-Visp-Zermatt.
Gornegrat-Zermatt Railway	Reduced rate travel only – half rate.
Iranian State Railways	Reduced rate travel only.
Iraqi State Railways	Travel facilities are granted to dependent children under 25 years of age.
Israel State - Railway	-
Lebanon Railways	-
*Polish State Railway	-
*Roumanian State Railway	-
Syrian State Railway	-
*Turkish State Railway	-
Zeeland Steamship Company (Harwich/ Hook of Holland)	Joint service with Sealink U.K. Ltd. B.R. Staff Travel Card valid for free and reduced rate journeys.

International Reduced Rate Cards are not accepted. Free and reduced rate travel is granted to spouses and dependent children.

*Free travel is granted to Salaried and Wages Staff after one year's service.
Free travel is granted to Salaried Staff only, after one year's service.

RETIRED STAFF

Belgian Maritime
Transport Authority
(Dover/Folkestone/
And Ostend)

B.R. Staff Travel Card valid for free and reduced rate travel. Free and reduced travel is granted to spouses and dependent children.

Polish Railways
Roumanian State
Railways

International Reduced Rate Cards are not accepted.
Reduced rate travel for specific journeys only.
Reduced rate travel for specific journeys only.

Zeeland Steamship
Company (Harwich/
Hook of Holland)

Staff Travel Card is valid for free and reduced rate travel. Free and reduced rate travel is granted to spouses and dependent children.
International Reduced Rate cards are not accepted.

WIDOWS/WIDOWERS

Belgian Maritime
Transport Authority
(Dover/Folkestone/
And Ostend)

Staff Travel Cards are valid for free and reduced rate travel.
International Reduced Rate cards are not accepted.

Zeeland Steamship
Company (Harwich/
Hook of Holland)

Staff Travel Card is valid for free and reduced rate
travel.

International Reduced Rate cards are not accepted.

Most vouchers can be exchanged for tickets :-

B.R. European Rail Travel Centre,
P.O. Box 303,
VICTORIA,
London SW1 1JX.

PART IV OVERSEAS RAILWAYS

SECTION A

GENERAL CONDITIONS

51. Reduced Rate Travel

Unless otherwise stated, reduced rate travel only is granted by Overseas Railways. Application should be made for half rate vouchers for specific journeys on the Algerian, Moroccan and Tunisian Railways. Application should be made for Letter of Introduction addressed to railways in Australia, Africa, New Zealand, India, Pakistan, South America, etc, for the purpose of obtaining travel facilities in connection with holiday visits. This document should be presented or forwarded by the applicant to the headquarters of the Railway concerned in order to obtain concessions which are usually half rate.

52. Active Staff

Unless otherwise stated, all active full-time permanent staff with one year's service are eligible for half rate travel on most Overseas Railways inclusive of their wives (but not Common Law wives unless stated otherwise) and dependent children, provided such dependants are eligible for British Rail travel facilities.

53. Retired Staff

Most Overseas Railways grant reduced rate travel to retired staff who are eligible for British Rail travel facilities and for their dependants (but not Common Law wives unless stated otherwise), provided that they have not taken up permanent residence in the country in which the travel concession is required and subject to the special conditions shown in Section B, Part IV.

54. Widows/Widowers

Certain Overseas Railways grant reduced rate travel to widowers of members of the staff, who are eligible for British Rail free travel facilities, provided that they have not taken up permanent residence in the county in which the travel concession is required and subject to the special conditions shown in Section B, Part IV.

55. Housekeepers

Active and retired staff who are in receipt of British Rail travel facilities for their housekeepers, are granted travel facilities for them on the Canadian Railways. The other Administrations in Part IV do not grant concessions for housekeepers.

SECTION B

SPECIAL CONDITIONS

ALGERIAN RAILWAYS

54. Active and Retired staff and their spouses are granted half rate travel for two journeys per annum.

Travel facilities are not granted to widows/widowers.

AMERICAN RAILWAYS

57. Active Staff

Half rate facilities are granted to active staff, wives and dependant children on the lines of the National Railroad Passenger Corporation (A.M.T.R.A.K.).

58. Retired Staff

Travel facilities are not granted to Retired Staff.

59. Widows

Travel Facilities are not granted to Widows.

60. Notes :

(i) Children

(a) Children under five years of age travel free.

(b) Travel facilities are only granted for sons/daughters 16 years of age and over if they are entirely dependent on the applicant or are students or invalids.

(ii) Applicants

Application form B.R.7108/5 for sons/daughters in (I) (b) must be appropriately endorsed.

AUSTRALIAN RAILWAYS

61. Travel facilities are granted to husbands of active and retired female staff and also to widows/widowers whose former spouse had 30 years continuous service or more.

Travel facilities are not granted to the initial journey when taking up residence.

Letters of Introduction will be accepted at branches of Thomas Cook in U.K. for the purpose of making advanced reservations and the issue of concessionary rate tickets for travel in Australia. This is an additional service and Letters of Introduction can be used as well for obtaining concessionary travel upon arrival in Australia.

CANADIAN RAILWAYS

62. Active Staff

Canadian National Railways grant free travel on one occasion per annum to active employees, spouses, children and housekeepers eligible for B.R. free travel.

Canadian Pacific Railways grant free travel on three occasions per annum to active employees, spouses and dependent children and housekeepers eligible for B.R. free travel.

63. Retired Staff

Canadian National Railways grant free travel on one occasion per annum to retired staff, spouses and dependant children and housekeepers eligible for B.R. free travel.

Canadian Pacific Railways grant free travel on three occasions per annum to retired staff, spouses and dependant children and housekeepers eligible for B.R. free travel.

64. *Widows/Widowers*

Canadian National Railways grant free travel on one occasion per annum to widows/widowers and their dependent children eligible for B.R. free travel.

Canadian Pacific Railways grant free travel on three occasions per annum to widows/widowers and their dependant children eligible for B.R. free travel.

Notes:

(i) Retired Staff and Widows/widowers permanently resident in Canada or U.S.A. after having sent initial application on form B.R.7108/5 through their normal channels for issued of travel facilities, may apply direct to the following address given six weeks notice for free travel facilities for one return journey per annum on the Canadian Railways system (Via Rail Canada Inc.) :-

President,
Britrail Travel International Inc,
630 Third Avenue,
New York, NY 10017

INDIAN RAILWAYS

65. Travel facilities are not granted for wives, and children when unaccompanied by the employee. Applications for travel concessions, accompanied by the Letter of Introduction issued by British Rail, may be addressed to the following provided at least six weeks notice is given but pre-booking is not essential :-

Railway Adviser,
High Commission of India,
India House,
Aldwych, London WC2B 4NA.

NEW ZEALAND

66. Travel facilities are granted to husbands of Active and Retired female employees and also to widows/widowers whose former spouse had 30 years service or more. Travel facilities are not granted for the initial journey when taking up permanent residence.

Travel facilities are granted to spouses of full-time active staff.

SOUTH AFRICAN RAILWAYS

67. Travel facilities are not granted to widows or to the husbands and dependants of female staff.

ZIMBABWE RAILWAYS

68. Where the applicant is a widow of a former member of the Staff the following information must be supplied :-

- (a) Position held by late husband.
- (b) Length of service at time of his decease.
- (c) Whether a pension or gratuity is received from British Rail.

(d) Whether British Rail travel facilities are granted to her, and the nature of the concession.

Travel facilities are not granted to husbands and dependants of female staff.

OTHER OVERSEAS ADMINISTRATIONS

69. It may be possible to obtain travel facilities on Administrations not listed in Part IV and applications may be submitted through the normal channels, but in no circumstances should application be made direct to the Administration concerned.

PART V BRITISH AND IRISH ADMINISTRATIONS

SECTION A

70. *Free Travel*

Unless otherwise stated, free travel is granted on two occasions per annum, after one year's continuous service, to all active full time salaried staff eligible for British Rail travel facilities including their spouses (but not common Law spouses unless stated otherwise) and all dependent children.

Note :

Free travel is not granted to part-time staff housekeepers, retired staff or widows/widowers of former members of the staff, except as shown under Caledonian MacBrayne Ltd, staff who cease to be eligible for travel facilities on leaving the service and re-enter after 31 December, 1970 are not granted facilities on Caledonian MacBrayne services.

ADMINISTRATIONS GRANTING FREE TRAVEL.

(i) BRITISH

B&I Line Ltd. (British and Irish)	First class travel is granted to all salaried staff.
Caledonian MacBrayne Ltd. – Clyde Services (former C.S.P. Co)	Free travel is limited to Salaried and Wages staff in the service prior to 1 January 1971 and includes part-time staff, housekeepers, retired staff and widows/widowers of Members of the staff eligible for British Rail free travel. Individual tickets are issued for specific journeys but are only valid with an appropriately dated Staff Travel Card. Free tickets are not valid for break of journey.
Caledonian MacBrayne Ltd – Western Isles Services (former David Mac Brayne Ltd.)	Free travel is limited to salaried staff in the service prior to 1 January 1971, also to two dependent children. First class travel is granted to all salaried staff. Individual tickets are issued for specific journeys And are only valid with a Staff Travel Card – there is no need for this to be appropriately dated.

