**Workforce Reforms & Pay Dispute Resolution Process**
**Passenger Transport Operators and RMT**

## INTRODUCTION

This document sets out a staged Dispute Resolution Process to be operated by both parties following discussions at industry-wide level between representatives of the passenger train operators (TOCs) listed in Appendix 1 and the National Union of Rail, Maritime & Transport Workers (RMT) arising from the dispute over jobs, pay and conditions between the TOCs & the RMT.

The current affordability issues facing the industry are extremely challenging. This necessitates modernising and establishing a sustainable railway that will continue to meet the evolving expectations of our passengers.

This Dispute Resolution Process sets out the range and scope of Workforce Reforms under three integral principles that the TOCs intend to propose as a result of their new funding arrangements and contracts with the Department for Transport (DfT), which require them to reduce costs.

This Dispute Resolution Process covers the re-structuring of stations, retailing and the creation of a new multi-skilled stations role as well as catering, administration and fleet reorganisations together with specific workforce reforms referenced in this document.

The TOC's detailed Workforce Reform proposals incorporating these three integral principles will be brought forward for consultation and negotiation as applicable through the recognised collective bargaining procedural arrangements as relevant to their business.

## OBJECTIVES

This Dispute Resolution Process incorporating Three Integral Principles has been designed to enable the current dispute (Defend Jobs, Pay & Conditions) that exists between the RMT and train operating companies to be resolved and that no further industrial action or legal challenges associated with this current dispute both at an industry and company level will be pursued by the RMT. The three Integral Principles are: -

1. Introduction of a New Multi-Skilled Stations Grade
2. General Working Arrangements.
3. New Entrants Terms and Conditions covering salary progression arrangements, leave entitlements and sick pay qualification periods.

This Dispute Resolution Process is not intended to be legally enforceable either by or against any TOC, the RMT or any employee of any TOC.

## PAY OFFER

The endorsement of this Dispute Resolution Process will enable the TOCs to propose a revised pay offer which will be staged and implemented over a two-year period covering 2022 and 2023.

The 1st year pay increase (2022) of 5% or £1,750 whichever is the greater from the respective TOC pay anniversary date will be paid upon this Dispute Resolution Process document being endorsed by the RMT following a referendum of their members. The salary used to apply the year 1 increase will be based on the employee salary as at the 2022 anniversary date.

The salary and any associated backpay will be adjusted beyond this date to reflect any job changes between the 2022 anniversary date and the date of agreeing the dispute resolution proposal.

The 2nd year pay increase (2023) of 4% will become payable from the respective TOC pay anniversary date subject to completion of discussions under the individual company collective bargaining procedural arrangements and an agreed implementation plan on Workforce Reforms as appropriate to a TOC's business.

TOC annual pay negotiations for the 2024 anniversary will be conducted in each of the companies based on the existing pay anniversary dates.

**EMPLOYEE GUARANTEES**

Under this Dispute Resolution Process TOCs are intending to bring forward for consultation proposed detailed staffing reviews and reorganisations covering stations, catering, administration, and fleet grades as appropriate in accordance with the respective TOC collective bargaining procedure agreements.

In recognition of this, TOCs will offer a suite of guarantees. These guarantees set out below are provided on the clear understanding that the three Integral Principles are successfully addressed and concluded in each TOC through their respective collective bargaining procedures within an expected three-month period following the endorsement of this Dispute Resolution Process: -

- No compulsory redundancies within the grades directly affected through to 31st December 2024.
- Voluntary Leavers Scheme for those employees who are directly affected by the workforce change programme.
- Salary Protection for all existing employees* on a protected basis in accordance with their company specific arrangements.
- Existing employees' * terms and conditions will remain unchanged under this Dispute Resolution Process Agreement except where specifically referenced in the agreed Integral Principles.
- Automatic mapping of existing Station Grades to the new Multi Skilled Station Grade.
- Additional training to be provided to undertake the new Multi Skilled Stations grade.
- 'Used to Best Advantage' for any employees who become displaced under these staffing reorganisations until a suitable role can be found or i) the later of the exhaustion of a period of six months from their displacement date or ii) 31st December 2024.

** employed as at the date this Dispute Resolution Process document is endorsed.*

**IMPLEMENTATION PROCESS**

On formal endorsement of this Dispute Resolution Process the following steps will be followed: -

1. TOCs will implement the 1st year pay increase.
2. TOCs will bring forward detailed workforce reform proposals incorporating the three integral principles set out in this document for discussion with the directly affected respective functional council employee representatives in accordance with the TOC's collective bargaining arrangements.
3. TOCs will launch a Voluntary Leavers Scheme as part of the suite of Employee Guarantees.

4. TOCs and functional council employee representatives to plan a series of meetings to engage in meaningful discussions on the detailed workforce reform proposals within an expected three-month timeframe.
5. On the successful conclusion of these detailed grade specific discussions on the workforce reform proposals, incorporating an agreed implementation plan within the three-month timeframe, TOCs will implement the 2nd year pay increase.
6. In the event that the Company and/or detailed grade group specific discussions do not lead to a successful conclusion within the expected three-month timeframe (or a negotiated settlement where required has not been achieved) the specific outstanding issue(s) will be escalated in accordance with the respective TOC's collective bargaining procedure agreement through invoking the Avoidance of Dispute (AOD) Procedure. Where the AOD procedure does not resolve the issue, this will then be referred to a joint industry level group for review against the Dispute Resolution Process Three Integral Principles.
7. Where the company local grade specific discussions activate the AOD procedure this will still be required to be concluded within the expected three-month allocated timeframe. On conclusion of the referral process and no agreement where required having been reached, the collective bargaining procedure will be deemed to have been exhausted. On exhaustion of the collective bargaining procedure AOD a new ballot for industrial action may be instigated. Prior to the TOC progressing with the implementation of any specific grade group changes associated with the AOD there will be a further two-weeks to enable a period of reflection by both parties. In such a scenario then the TOC will be unable to implement the 2nd year pay increase and the associated Employee Guarantees will be withdrawn.

**INTEGRAL PRINCIPLES**

This Dispute Resolution Process includes three Integral Principles which will be enshrined within the respective TOCs detailed proposals on Workforce Reforms: -

1. Introduction of a New Multi-Skilled Stations Grade
2. General Working Arrangements including: -

   New Improving Attendance Policy, Rolling Sick Pay Entitlement, New Technology/Equipment, Training, Briefing & Company Health Appointment Arrangements, 7-day Railway, Working Arrangements for Train-Crew On-Board Safety Critical Roles excluding Train Drivers covering Diagramming, Rostering, Holiday Rosters and Spare Turn Parameters

3. New Entrants Terms and Conditions covering salary progression arrangements, leave entitlements and sick pay qualification periods.

***Integral Principle 1 – Introduction of a New Multi-Skilled Stations Grade***

The introduction of a new multi-skilled station grade which will replace all current station-based roles.

This new grade will be supported by a competency grouping framework which will be generically applied across TOCs to ensure a consistent customer experience. Each of the competency groupings in the table below will have a negotiated salary to be agreed within the overall salary range for the grade in each TOC.

This new grade will have a salary range from an apprentice level (Customer Service Assistant level 1) through to team leader (Customer Service Assistant Level 5). The salary range will incorporate salary points for the competency groupings in the table below.

Employees working on stations will be allocated to a station group and may be rostered to book on and off at any station within that station group. Station groups will be determined within each TOC and will take into consideration the proximity of adjacent stations and shift patterns with any travelling incurred in excess of 30 minutes in each direction being paid at the basic hourly rate.

The table below represents the full range of competences within the newly created Stations Multi Skilled Grade. The requirement for these competency levels will vary by station to consider the size, activities/tasks and specific characteristics of each individual staffed station.

| **Level 1 Competence** | **Level 2 Competence** | **Level 3 Competence** | **Level 4 Competence** | **Level 5 Competence** |
|---|---|---|---|---|
| Apprenticeship Entry Programme | Level 1 +<br>Gate line operations<br>Station presentation incl. minor maintenance<br>Customer Flows/needs/support<br>Profession customer service<br>Real time information inc disruption<br>Floor walking assisting customers incl. wayfinding, timetables, facilities<br>Mobility assistance | Level 1-2 +<br>Customer and crowd service<br>During disruption<br>Train service delivery/delay reporting<br>Platform marshalling<br>Training running info<br>Safety and security checks<br>Handling anti-social behaviour | Level 1-3 +<br>**LEVEL 4a**<br>TVM assisted purchase<br>Mobile/Handheld purchasing<br>Impartial retail advice<br>TVM Fault finding/maintenance<br>Support cash handling<br>Impartial retailing advice<br>All retail operations<br>**LEVEL 4b**<br>PTI dispatch timetable duties | All levels plus Team Leadership skills |
| Year 1 Salary Range £20,000 to £29,750<br>Year 2 Salary range £20,800 to £30,420 | | | | |

***<u>Integral Principle 2 – General Working Arrangements</u>***

Increased opportunities for part time, job-share and weekend only contracts aligned to operational passenger needs and facilitate a better work life balance for a more inclusive and diverse workforce.

To provide a more focused approach to managing improved attendance, reducing absence costs and managing the welfare and rehabilitation of those who cannot work due to sickness or injury.

To support and enable improved attendance levels, sick pay entitlements will be on a rolling 12-month basis.

Embed the use of current and future technologies and enabling new methods of working with employees undertaking any tasks for which they are trained and competent.

Establish and embed a 7-day railway to support growth in leisure travel such that all days of the week guarantee consistent service delivery to cater for changing passenger requirements. Changes will only apply in those TOCs which do not currently have a robust commitment from employees to work rostered Sundays.

*New Improving Attendance Policy*

A new Improving Attendance Policy based on ACAS Guidance will be introduced to simplify processes for supporting employees who are unable to attend for work due to sickness to improve attendance levels. TOCs will consult via a working group with TU representatives on this new policy which will incorporate the following principles:

- Managing and supporting employees with irregular attendance to help them improve their attendance to an acceptable level.
- Trigger points to be used to monitor and identify employees whose attendance levels are unsatisfactory or are a cause for concern and prioritise regular absentees whilst taking into consideration those who have encountered a period of irregular sickness following recent regular attendance. Exceptions to be incorporated for those who are identified with certain significant life impacting conditions or diseases.
- Four stage process (including an informal stage 1) to discuss with an employee their reasons for absence including any underlying causes not previously identified and to offer support and to seek an improvement in future attendance levels. Right of accompaniment at all formal stages.
- New policy to include guidance to assist in identifying opportunities for employees to return to work to undertake meaningful duties at the earliest opportunity with the view of that work assisting in their recovery to full duties.
- Where there is a sustained improvement in attendance over the subsequent quarterly monitoring period the employee would revert to the previous stage of the procedure and where an employee demonstrates a sustained improvement over multiple quarterly monitoring periods they would be removed from the procedure.
- Line managers and representatives to receive joint training in new procedure to ensure greater consistency of application.

*Rolling Sick Pay Entitlement*

Sick pay entitlements will be on a rolling 12-month basis with the entitlement calculated at the commencement of an employee's sickness absence based on the remaining unused entitlement over the preceding 12-month period.

*New Technology/Equipment – On train and Off train*

Embed the use of current and future technologies and enabling new methods of working undertaking any tasks for which an employee is competent.

Where new technology or automation is introduced or has previously been in use, where required employees will receive the training needed to carry out their duties.

To enhance the upskilling of roles there will be a requirement to embrace the continuous development and use of new technology. No new additional payments including any changes to incentive payments as applicable will be made for undertaking training, using past or new technology, or associated changes to ways of working. e.g., new rolling stock functionality (not DCO/DOO), use of body worn

cameras, tablets, mobile phones, ticket examination/checking, electronic booking on and HR self-service etc.

Where legacy payments are in place and being paid to an employee on a periodic basis these will continue to be made whilst the individual is employed in that role.

*Training, Briefings & Company Health Appointment Arrangements*

Training, including specification, design and delivery, is the responsibility of management and any safety critical training will be subject to appropriate safety validation. Training will optimise training capacity utilising a blended combination of classroom, workplace and on-line as appropriate. This to also include technology enabled approaches along with modern learning techniques.

Management will be responsible for producing training and briefing materials and the associated length of time of any training and briefings. Management will also determine how the training and briefing will be undertaken, i.e., face to face or remotely via online.

Employees will be required to satisfy the competency standards on going through a range of assessments, including via an online system and practical assessments within a live operating environment if required.

Where an employee is required to attend company health appointments including referrals, alcohol & drug screenings, telephone consultations, or training/briefings they will be normally expected to work part of the shift either prior to or after the appointment, screening or training/briefings, dependant on appointment times and location. Where company health appointments require specific actions from the employee, e.g., to fast, consideration will be given to any such arrangements.

*7-day Railway*

These arrangements only apply where TOC's do not currently have a robust commitment from employees to work rostered Sundays. Where existing TOC arrangements are already in place which provide greater flexibility, those arrangements are expected to continue to operate.

Those TOCs who do not have currently have in place a commitment to work rostered Sundays will require a variation to the working arrangements of employees to establish robust arrangements which will be subject to a maximum of 18 committed rostered instances per annum: -

- Employees who are rostered to work a Sunday shift are committed and contractually required to work their shift where an alternative competent employee cannot be identified to cover.
- Where Sundays are rostered in the middle weekend of a two-week annual leave block, the commitment to work will not apply.
- Where Sundays are currently outside of the basic working week and an existing employee has historically not worked their rostered Sunday turns, those employees will be given a one-off opportunity prior to the implementation of this Integral Principle to seek a permanent exemption from all future Sunday working by giving written notice to be excluded from working their rostered Sunday turns.
- Where other existing employees wish to seek permanent exemption from Sunday working this will be considered and only granted once committed cover can be provided from within existing staffing and/or, part-time or extra weekend-only employees can be recruited and trained to cover. The current arrangements for job share applications will remain unaffected.
- Where Sundays are currently committed to be worked that are in addition to the basic average contracted working hours per week, existing payment arrangements will continue to apply except

where part-time or weekend only employees are recruited, any Sunday enhancements will only be payable where the employee has worked the average basic contracted working hours per week of their grade.

*Working Arrangements for Train-Crew On-Board Safety Critical Roles* covering Diagramming, Rostering, Holiday Rosters and Spare Turns Parameters*

*Train crew safety critical roles exclude catering, revenue protection and train driver grades.

Working arrangements including diagramming and rostering are optimised to maximise the use of the contracted hours while taking into account safety, train service performance and work-life balance including:

- Better matching contracted hours to work requirements.
- Diagramming and rostering that increases availability, flexibility and efficiency.
- Managing holiday arrangements.

Where there are differences between these working arrangements parameters and existing agreements at Company and Local level, these will require existing agreements to be renegotiated other than where existing TOC agreements provide greater flexibility and/or lower costs. Other existing agreements will be subject to discussion at Company Council level for alteration, or rescinding, if they impact on these working arrangements parameters.

*Diagramming Parameters*

Activities undertaken and their associated time allowances will reflect the actual time taken to undertake the task.

Minimum diagram length will be set by each company at not more than six hours. However, this may be reduced to not less than five hours where this is necessary to achieve diagramming efficiency i.e., avoid padding. Such a higher minimum may be achieved where this naturally reflects the extent of train working or could be accomplished by the inclusion of other non-train work activities, for which competence is held, into duties which combine them with train-work.

Maximum turn length will be determined by each company so as to enable the creation of productive diagrams which achieve the average turn length required for effective rostering of those weekly days/hours committed within Conditions of Service. Where advantageous, different maximum turn lengths may be set for SX and Weekend/Bank and Public Holidays.

Mandatory breaks will be provided for turns over 6 hours and will include a single 30-minute break diagrammed or 2 x 20 minutes breaks for efficiency and exclude walking times. No breaks will take place in the first two hours or last hour of a diagram. The maximum period before, between, or after breaks as appropriate will be 6h00m. Diagrams will be compiled in accordance with the following:

- The need for any restrictions on work content will be determined by company risk assessment involving staff representatives.
- Long Term Plan (LTP) diagrams will be subject to consultation scrutiny whilst staff will be informed of Short-Term Plan (STP) diagrams as required. The company will determine which alterations are published under LTP and STP processes.
- Work allocation will support diagram and associated rostering and training efficiencies and be subject to consultation.
- Daily work diagrams may comprise of a combination of on train and any off-train activity.

*Rostering Parameters*

The master roster i.e., the base plan showing diagram, spare, other work and rest days will cycle over the number of weeks reflecting the number of employees in the roster and be agreed in accordance with company procedure agreements. This will provide for safe, efficient and operationally resilient delivery of the train service (including the management of fatigue and risk /route and traction retention etc).

The roster will balance over its length to reflect the working week.

Rostering, including the base roster, is the responsibility of the company to maximise the efficiency of resources in a safe manner while robustly delivering the service. The depot/link average turn length will determine the number of rest days in the roster.

Link structures, master rosters, and their associated LTP diagrams, will be subject to change in accordance with the national timetable planning cycle change dates and any associated interim Permanent Alteration dates. A schedule for the timely production of diagrams and rosters including weekly and daily alterations will be provided. Emergency rosters can be introduced if required, subject to the procedural agreement.

The depot establishment will be derived from the number of hours/days of work required to be covered and may comprise a mix of full and part time employees.

The job role knowledge requirements for each depot, including the use of links to ensure efficient and robust operation, will be determined by the company.

A working day can include a mix of train working and non-train working activities.

Rest days will be distributed to reflect workload i.e., these may vary by day of week and by shift with no maximum and minimum level applying.

A rest period will be maintained of 12 hours prior to safety critical and 11 hours prior to a non-safety critical work shift.

*Leave Rosters Parameters*

Leave rosters will be compiled by the company providing for full week blocks of holiday. This can be achieved by either inclusion in the base roster or being covered from spare at each depot/link.

Holiday rosters will have an equal allocation of employees booked off over the whole leave year, by week, shift and link when covered from spare. The leave year will comprise a minimum of 50 weeks.

A quota will be provided for individual days holiday by depot/location/shift with holiday granted if alternative cover is available.

*Spare Turns Parameters & Utilisation Arrangements*

Average spare length will reflect diagrammed average turn length in the link/roster with time added or minor deduction to balance the roster.

Spares will be allocated a signing on time. Spares will be booked out in time order subject to competency and the ability to catch the turn. However, where as part of the booking process unused spares will remain, cognisance may be taken of the spare datum times and diagrammed times. Applicable movement and extension will be as follows:

- Movement for a weeks' work: there is no restriction in movement where a week's work consists of 3 or more days rostered. Where this is not the case daily movement arrangements apply. Spare

turns will be grouped together whenever possible, in the link structure to form full weeks of spare turns, Full weeks spares will take the rest day pattern of the line of work covered.

- Daily spare is subject to a movement of 3 hours maximum.
- Spare turns will be required to cover the maximum diagram length.
- If the majority of trains continue to run in a diagram which has been altered it will be published as amended rather than cancelled, provided this does not amend its booking on time by more than one hour movement and increase the turn length by more than two hours.
- In the case of cancelled turns or where the employee does not sign route/traction they will become spare and rostered in accordance with the spare turn arrangements notified through the weekly roster or daily alteration sheet/mark up. In this case, from a daily spare, employees will not be expected to sign off more than 4 hours later than their booking prior to this amendment.
- Full cross-cover between depots and links will apply subject to competence of employee's route and traction knowledge. If no cover from spare (including cross cover from other links and depots) can be provided for a diagrammed turn then rest day working or overtime will be used with controls to provide for equitable allocation and compliance with fatigue guidelines.
- During normal operations where all other methods have been exhausted, cover can also be provided by other competent employees.
- To resiliently resource the train service on the day and to assist during service disruption, traincrew can have their work content amended within their rostered hours of duty and will be expected to move their break(s) if required, from that diagrammed, with relief provided as soon as can be arranged within the exigencies of the service.
- Employees must report for duty, using company booking on arrangements and equipment supplied, and can be rostered to book on/off at recognised satellite train-crew locations associated with their Home Depot.

**Integral Principle 3 – New Entrants**

These only apply to new entrants after the endorsement date of this Agreement.

*Stations Multi-Skilled Grade Salary*

Year 1

For future new entrants only, the new multi skilled station grade salary range will be from £20,000 to £29,750.

The salary points for each competency grouping within the above overall salary range to be agreed in each TOC

Year 2

For future new entrants only the new multi skilled station grade salary range will be from £20,800 to £30,420.

The salary points for each competency grouping within the above overall salary range to be agreed in each TOC

On-Board Train Crew Grades

A new starter salary structure for new entrants to On-Board train crew safety critical roles will be implemented.

Following completion of training and attaining core competence there will be a salary progression as set out in the table below: -

| Period | Salary Level |
|---|---|
| 0 to 6 months | Trainee Salary |
| 6 to 12 months | 70% of full salary |
| 1st year | 80% of full salary |
| 2nd year | 90% of full salary |

*The salary progression after completion of training is subject to a minimum of £24,000 per annum.*

*New Entrants Annual Leave Entitlement*

The standard Leave Entitlement for new employees will be 5 weeks and 8 days inclusive of bank and public holidays and applied pro rata for employees working part-time hours contracts. Where the number of days leave to be taken in the total rostered weeks allocated does not reflect the days associated with the standard working week the number of ad-hoc days leave due will be adjusted accordingly.

The Annual Leave entitlement for employees leaving their employment will be pro-rata to the date of leaving irrespective of the reasons for leaving.

*New Entrants Sick Pay Entitlements*

For new entrants the maximum Company Sick Pay entitlement after completion of 5-years' service will be 26 weeks full pay and 26 weeks half pay. The table below details the arrangements for new entrants from their start date to the completion of 5 years' service:

| Service | Company Sick Pay Entitlement |
|---|---|
| **0 to 6 months** | Zero |
| **6 months up to 1 year** | 3 weeks full / 3 weeks half pay |
| **1 year up to 2 years** | 6 weeks full/6 weeks half pay |
| **2 years up to 3 years** | 12 weeks full / 12 weeks half pay |
| **3 years up to 4 years** | 16 weeks full/16 weeks |
| **From 5 years** | 26 weeks full/26 weeks half pay |

**Appendix One - Parties to this Dispute Resolution Process**

- National Union of Rail Maritime and Transport Workers (RMT)
- Avanti West Coast
- C2C
- Chiltern Railways
- CrossCountry
- East Midlands Railway
- Govia Thameslink Railway

- Greater Anglia
- Great Western Railway
- London North Eastern Railway
- Northern Trains Limited
- South Eastern Railway
- South Western Railway
- Trans Pennine Express
- West Midlands Trains

**The grades directly affected by the proposed Workforce Reforms are:**

All station-based grades

- All on board grades including catering and train-crew
- All administration grades
- All fleet and engineering grades