

Minute of a Drivers Company Council Meeting Held Under the Bargaining Procedure at Friars Bridge Court on 6 May 2015

Present:

For Management

P Snell (Employee Relations Manager)
J Maxwell (Head of Drivers)

For Staff Side

W Williams (ASLE&F)
S Burgess (ASLE&F)
A Hussein (ASLE&F)

Item

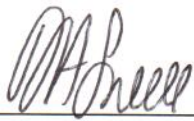
Clarification on the working principles contained within the drivers agreement as set out in appendix A to this agreement.

Minute

Agreed

Signed

For Management



P Snell



J Maxwell

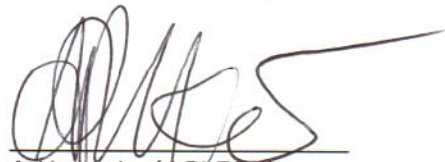
For Staff Side



W Williams (ASLE&F)



S Burgess (ASLE&F)



A Hussein (ASLE&F)

APPENDIX C

Clarification on some of the working principles contained within the drivers agreement.

The purpose of this paper is to act as clarification and guidance to ensure that there is a consistent application of the Terms & Conditions applicable to the driving grades.

Section 3: Diagramming Criteria

Personal Needs Breaks

Where it is necessary for a driver to have two personal needs breaks, wherever feasible, every endeavour should be made for the additional 20 minute break to be diagrammed before the 30 minute break.

Spare and Cover Turns

Cover and spare turns will be dealt with by applying the same principles applicable to all other diagrammed duties (booking on/off will be on the same arrangements as those on running turns e.g. booking off can be at the station and not at the depot).

Section 4: Link Structures and Rostering

Free day Arrangements

It is agreed that the roster will contain 156 Free Days over a 52 week period (lines in roster x 3).

For clarity no roster will be permitted to exceed lines in roster x 3.

Mutual Exchanges

Management will facilitate mutual exchanges of duty subject to reasonable notice being provided and where such changeovers do not inhibit or impinge on:-

- The retention of a drivers route knowledge.
- Affect the drivers normal rostered working pattern in terms of having appropriate periods of rest either on the days prior or after the exchange is proposed.
- Potentially have a detrimental impact on fatigue guidelines or the Working Time Regulations (WTR) unless operating in accordance with the WTR opt-out arrangements (where applicable).
- Contradict or conflict with the DRI agreement.
- Exchange will incur additional cost to the business

In order to comply with the above it is necessary to place some controls on the mutual exchange process:-

An exchange will only be deemed valid once it has been agreed by management and such approval **MUST** be sought in advance of the exchange actually taking place.

Both parties involved in an exchange (or all drivers affected if this is a multiple exchange) must provide their authorised consent for the exchange (either in writing or by email confirmation) before it can be considered a valid request.

The number of free days exchanged as part of a mutual swap can only involve an increase of a maximum of one additional free day per week (e.g. a driver that has 3 free

days can only increase his free days to 4 days in that week). Any 'owed' free day can only be taken (re-rostered) the following week. The mutual change over form must clearly indicate/specify when any 'owed' free day is being retaken. The number of free days in any week should not normally exceed 4 free days or be less than 2 free days (however subject to local agreement this may be varied to no less than two free day and no more than a maximum of four free days in any week).

A driver on a weeks rostered annual leave is not permitted to work a turn of duty during their weeks leave to facilitate a mutual exchange.

Management reserve the right to decline any mutual exchange where this impacts or contradicts on one or more of the above clauses or generates additional cost to the business and is therefore not cost neutral.

If a driver on a standard rostered day mutually exchanges to a turn of duty with a driver that is free/rest day working, if the driver working the free/rest day works a longer turn, then the driver will only be paid for their original booked turn length. The driver will not be paid the longer turn as this directly increases overtime costs and therefore is not cost neutral to the business.

If the above condition of mutual exchange is not agreeable (free/rest day worker does not accept being paid for the shorter turn) then the mutual exchange will be declined and both drivers will revert to their original booked duty.

If the exchange involves two drivers that are both free/rest day working, then the exchange is permissible as the rest day working costs to the business are unaltered.

Section 10: Promotion Transfer & Redundancy

A.4 Appointments

Appointment to Highspeed driver positions will be determined by a selection and interview process.

Highspeed Drivers will not be required to use an A.4(a) transfer when applying for an internal move where it is one Highspeed depot to another. The existing selection process for Highspeed drivers will be used.

Applications to transfer from a Highspeed Depot to a Metro or Mainline depot will require the driver to submit an application using an A.4(a), A.4(b) or A.5 registration.