

CONDITIONS OF SERVICE

DRIVING GRADES

January 2015

**Minute of a Drivers' Company Council Meeting held under the Bargaining Procedures
at Friars Bridge Court on 6 May 2015**

Present:

For Management

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

For Staff Side

Mr W Williams (ASLE&F)
Mr A Hussein (ASLE&F)
Mr S Burgess (ASLE&F)
Mr G Morris (ASLE&F)

Item

Amendments to Drivers' Terms and Conditions

The purpose of this minute is to provide a clear and up to date Drivers conditions of service that reflects the changes agreed as part of the 2014 pay deal

Minute

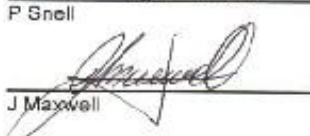
Agreed

Signed

For Management

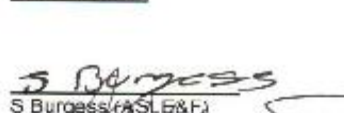


P Snell



J Maxwell

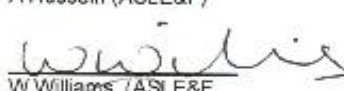
For Staff Side



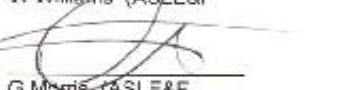
S Burgess (ASLE&F)



A Hussein (ASLE&F)



W Williams (ASLE&F)



G Morris (ASLE&F)

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January 2015

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1. SCOPE

This agreement covers the existing grades/roles of Trainee Driver, Shunt Driver, Driver, Driver Instructor, and all employees currently employed in those grades.

Outline of Arrangements

Where there is conflict between this agreement and existing agreements at Company or local level this agreement will supersede the existing agreements. Any other agreements will be subject to discussion at Company Council level for incorporation, alteration or rescinding if they impact on this agreement.

No interpretation of this agreement can be assumed or determined other than by the Full Drivers Company Council.

2. WORKING ARRANGEMENTS

2.1 Operational Responsibilities

The driver will be regarded as being the person operationally in charge of the train.

When late running occurs, relief will be provided as soon as practicable. Drivers will be required to complete their diagrammed work until such relief is provided.

Drivers will retain an entitlement to work their master rostered turn subject to necessary route and traction knowledge however, where service disruption arises and cancellations or significant gaps in the service pattern would otherwise occur, drivers may be required to cover other than their normal rostered diagram in order to maintain advertised services, subject to being able to retain their rostered booking off time.

2.2 Driver Only Operation

All movements of empty stock will operate single manned under Driver Only Operation conditions in accordance with Group Standard criteria. Appropriate arrangements for train despatch will apply.

Subject to meeting the provisions of relevant Railway Group Standards, all services are liable to operate under Driver Only conditions.

2.3 Non-Driving Operational Duties

Drivers will subject to necessary route and stock competencies undertake brake testing.

There will be no requirement for drivers to undertake 'guarding' work on any Southeastern route.

Reports must be provided whenever necessary regarding delays to train services and other operational incidents. Such reports will be provided expeditiously (including by e-mail), as soon as practicable within the turn of duty or otherwise by completion of the day's work.

Drivers will be required to operate equipment including power operated doors, Carriage Washing Machine plant, Train Ready To Start plungers and hand points relating to the movement of their own trains, subject to necessary competence.

2.4 Train Preparation and Static Duties

Train preparation duties may be undertaken by competent non-driving grades. In addition to other train preparation duties, drivers will be required where necessary to clean the driving cabs and wash the windscreens of their own trains.

2.5 Maintenance Staff & Service Engineers

Subject to competence, designated maintenance staff will be permitted to prepare, move and dispose of trains within the confines of maintenance depots at Slade Green, Ramsgate, Grove Park, Gillingham, Ashford and St. Leonards. Designated maintenance staff will not be authorised to move trains outside the boundaries of the leased areas of maintenance depots and thereby onto Network Rail infrastructure. Any additions to this list will be agreed at Drivers' Company Council.

Service Engineers

The new grade of Service Engineer will be permitted to prepare, move and dispose of trains at Slade Green, Ramsgate, Grove Park, Gillingham, Ashford and St. Leonards. Designated Service Engineers will be authorised to move trains outside the boundaries of these depots onto Network Rail infrastructure within the confines of the recognised limits of shunt for each location. Any additions to this list will be agreed at Drivers' Company Council.

Existing Shunt Drivers at the date of this agreement who are required to transfer and undertake the duties associated with a Service Engineer position will retain their Shunt Driver salary and associated terms and conditions on a personal basis

2.6 Passenger Information

Drivers will be required to provide routine passenger information and to ascertain the reasons for delays, advising "on-train" staff or passengers directly as appropriate. Where trains are taken out of passenger service and go forward ECS, either on a diagrammed or out-of-course basis, drivers will make necessary announcements and ensure as far as is practicable that all passengers have alighted.

2.7 Driver Training Requirements

Traction and route training will be structured to ensure that the necessary level of competence is attained in the most efficient manner. Training duration and the requirement for any subsequent refreshers will be identified by management.

Route training will be undertaken through a structured programme with clearly defined time limits and session objectives and supported by examination to establish competence in theoretical knowledge and practical driving skills on the route.

Route training will be given by Driver Trainer Assessors, Driver Standards Managers or Driver Instructors as appropriate using Training Saloons, Route Learning Videos, Route Maps, Sectional Appendix & Service Trains. This training will ensure that a route can only be signed for when competence has been achieved.

Drivers will receive regular assessments of route knowledge during the ongoing assessment process and will only be allowed to re-certify a route after demonstrating necessary competence.

Basic Driver Training will be structured to ensure the necessary level of competence is attained in the most efficient manner. Training duration will be determined by management following consultation at Drivers' Company Council.

2.8 Driving by Driver Instructors/Trainer Assessors

Driver Instructors/Trainer Assessors with trainees under instruction will be authorised to take sole charge of service or training trains. Any driver relieved as a result will be required to take up his next working, or otherwise be utilised as a cover turn within his/her rostered hours.

Driver Standards Managers may be authorised to drive test or training trains.

3. DIAGRAMMING CRITERIA

3.1 Diagram Length

Permanent Diagrams for Mainline and Metro will be of variable length between 05h 30m and 09h 15m with an average permanent turn length limited to a maximum of 8h 45m. Permanent diagrams for Highspeed services will have the maximum working day set at 9 hours 30 minutes.

3.2 Driving Work Content

No block of driving work (including turn rounds where the train is manned) will exceed 4 hours 30 minutes, for this purpose PC is not regarded as part of driving work but TC* is

*i.e. in the above situation a TC will form part of the 4 hours 30 minutes maximum driving time (4 hrs 28 mins + 2 mins TC)

Where PC/TC is used to break up a block of driving work which otherwise would exceed 4h 30m a minimum of 20 minutes (inclusive of PC & TC, turn round and walk) from arrival to departure will be diagrammed.

Maximum aggregate driving work (including turn rounds) within any turn will not exceed 8h 50m. However for diagrams composed entirely of intensive suburban work, a limit of 8h 30m will apply.

A daily mileage limit for single manning on Mainline and Metro services of 400 miles will apply. On Highspeed services a mileage limit of 500 miles will apply.

All trains will be single manned.

3.3 Personal Needs Breaks on Diagrammed (including cover) Turns

Every diagram longer than 6 hours will contain a break to enable a driver to attend to his/her personal needs.

In each turn where there is train work after 6h 00m the break will be diagrammed to commence between the 3rd and 6th hour to provide for a period of 30 minutes in the room. The maximum continuous period of duty within such a diagram will not exceed 6h 00m. Where the period on duty prior to/after the 30 minute break exceeds this criterion, an additional 20 minute break will be diagrammed. The minimum period between a break in such a diagram and the start/finish of the turn will not be less than 1h00m. In turns which qualify for a break but where all driving work has finished by 6h 00m a short break will be diagrammed. This will comprise the walking allowance from leaving the cab (after relief/disposal) to "passing away" home plus a further 20 minutes, and will enable a driver to have accessed the facility in not more than 6h 00m from the commencement of the turn.

Breaks will be diagrammed to achieve efficient resource utilisation and to minimise the level of unproductive work.

Breaks will be diagrammed at locations providing necessary facilities in accordance with the provisions of the Workplace (Health, Safety, and Welfare) Regulations of 1992. Shared facilities with other company employees will be utilised where appropriate. Generic accommodation standards at all locations used for permanent diagram breaks will be agreed at Drivers Company Council.

In times of service disruption (including planned engineering work) breaks may be diagrammed for driving grades at locations in addition to those within the permanent train plan. Where such accommodation is used, facilities will be provided in accordance with provisions of the Workplace (Health, Safety and Welfare) Regulations of 1992.

3.4 Unsocial Booking On/Off – revised agreement

Both permanent and special traffic diagrams will be subject to the following diagramming criteria:-

- Any turn booking on between 00:01 and 04:59 will not exceed a maximum length of 8h 30m.
- Any turn booking on prior to 00:01 that will be booking off after 04.59 will not exceed a maximum length of 8 hours.

3.5 Booking On/Off Arrangements

6 minutes will be allowed to meet the booking on requirement and to read relevant notices etc.

There will be no booking off time allowance. Drivers will complete any necessary tickets/reports and ascertain their next turn of duty on completion of each day's work.

Drivers will not always be required to return to their home depot at the end of every diagram but will be expected on all occasions to report completion of duty.

Drivers will be deemed to have finished duty when being relieved at their home station or associated berthing locations, arriving at their home station or associated berthing locations following "pass", or after completion of disposal of their train at their home station or associated berthing location subject to the following locations where the full walking allowance to the traincrew depot will apply.

Ashford Down Sidings	Gillingham Depot/Up Sidings/Reception Roads
Grove Park/Lee Stations	Tonbridge Jubilee Sidings
Victoria Grosvenor Shed/Wall Sidings	Slade Green Up Sidings
Faversham Up Sidings/Back Road	

Any changes or additions to this list of locations will be agreed at Drivers' Company Council.

3.6 Satellite Links

Satellite links of a Parent Depot will be introduced to minimise unproductive time in diagrams whilst also seeking to maximise future potential opportunities to retain restricted and accommodated drivers.

Designated satellite links may be introduced at the following locations: -

Location	Parent Depot
Cannon Street	¹ London Bridge
Charing Cross	¹ London Bridge
Grove Park Station	Grove Park
St. Leonards	Hastings
Sittingbourne	Gillingham

Diagrams allocated to such links will provide for Drivers to book on and off at the satellite location. Priority will be given to accommodating restricted drivers, where this is appropriate, followed by volunteers and then where necessary by Trainee Drivers on their appointment to the grade of Driver who commence their training after the date of this agreement

The Satellite Link will form part of the normal link progression structure of the parent depot.

¹ In the event that a depot is established at London Bridge

3.7 Sunday Work Allocation

Sunday work will be allocated to depots to enable diagram efficiency. Management will maintain a reasonable distribution of Sunday Work amongst Drivers depots subject to no loss of diagramming efficiency and will endeavour to ensure that where possible there will be no more than a 15% variation between individual depots in the ratio of permanent Sunday diagrammed turns to permanent SX diagrammed turns.

3.8 Marginal Time Allowances (Shunting and Walking)

Shunting and associated movement time allowances will be identified by management in accordance with consultation procedures and provide for robust performance of the train service.

Subject to the achievement of necessary Health and Safety obligations, walking routes and their associated time allowances will be agreed in accordance with procedure agreements and will provide for productive resource utilisation.

3.9 Preparation and Disposal Time Allowances

The activities associated with preparation and disposal will be decided by management and the times allowed will be agreed with Company Council Representatives.

Where appropriate, train preparation and disposal duties will be undertaken by staff outside the driving grades subject to necessary competency and a certificate of readiness will be completed.

Full preparation of a unit will be undertaken on a once per traffic day basis.

375 / 376 / 465 / 466 Stock

	Duty	1 Unit	2 Units	3 Units	4 Units
Full Preparation	PB	15 min	25 min	35 min	40 min
Service Preparation	PC	5 minutes for all formations			
Disposal	B	2 minutes for all formations			
	TC	2 minutes for all formations			
Change Ends	<u>2 Car</u>	<u>3-4 Car</u>	<u>5-7 Car</u>	<u>8-10 Car</u>	<u>11-12 Car</u>
	4 min	5 min	6 min	7 min	9 min
Attaching / Detaching					
<u>375 / 376</u>					
Attach	AP	4 minutes			
Detach	DP	4 minutes			
Attaching / Detaching					
465 / 466					
Attach	AP	3 minutes			
Detach	DP	3 minutes			
All Classes of Stock					
Relieve en-route		1 minute prior to booked departure			

High Speed 395 Series

Preparation of 395 rolling stock for service will ordinarily be undertaken by Hitachi staff. Where this is not the case preparation and disposal times will be as follows.

Cut in on CTRL: 15 minutes

Cut in on DC lines: 10 minutes

Preparation for 6 car unit 18 minutes

4. LINK STRUCTURES & ROSTERING

4.1 Link Structures

Division of work between depots will be determined by management. Major transfers of work between depots will be subject to consultation at Drivers Company Council.

Division of work between links will be proposed by management and agreed locally. Where appropriate to management and agreed locally, this structure may include a link of a limited number of Drivers of a senior position and/or an agreed age group. The master roster for such a link will comprise turns which restrict the requirement for instances of unsocial booking on/off.

Preparation of master rosters will be undertaken by management and agreed locally.

Depot establishments will be determined by management with sufficient levels of spare capacity to meet those levels of sickness, training, special traffic and other requirements normally expected in excess of diagrammed workload and will be subject to consultation in accordance with Procedure Agreements.

To make most productive use of available resources cross cover will be applied as necessary between all links and depots subject to route and traction knowledge.

In addition to the main link structure establishment at each depot a further supply link will be constructed as necessary comprised of "spare" turns. This link will be utilised to accommodate Trainee Drivers who have completed their training but for whom there is no vacancy to which they can be allocated within the main link structure. The supply link will also contain any Trainee Drivers who have undertaken their first diagrammed turn and are working towards promotion to the grade of Driver but not completed all route and traction training.

4.2 Roster Format

Master rosters will be prepared by management and comprise:-

- Diagrammed days/hours
- Spare days/hours
- Free days

The master roster will be balanced around an average of 35 hours per week. No artificial padding of diagrams will be permitted and therefore rosters may be produced and agreed at less than 35 hours. In such circumstances cover and spare turns will be set to balance the roster.

Daily master rostered hours will vary between 5h 30m and 09h 15m for Classic drivers and 9h 30m for HS1 drivers. Work will be spread throughout the roster to provide for a balanced distribution of turn lengths, subject to no loss of roster efficiency.

Unsocial turns should be equally distributed between the main links at each depot subject to no adverse effect on route and traction knowledge or loss of roster efficiency.

Sundays & Bank Holidays will be rostered as part of the contracted working week.

4.3 Free day Arrangements (effective from May 2016)

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. Prior to May 2016 this will be 143 Free Days.

Free Day patterns and the grouping of free days will be agreed at local level. Efforts will be made to group free days and these will be distributed evenly throughout the roster, subject to no loss of roster efficiency. Each week (rostered Sunday to Saturday inclusive) will normally include a minimum of 2 Free Days and a maximum of 4 Free Days

In accordance with Procedure Agreements, Free Day patterns will be subject to recast, as necessary, at the Summer and Winter timetable changes, reflecting alterations to depot diagrammed workload, link structures, establishments, etc. To provide for minimum disruption, wherever feasible, such Free Day patterns should be maintained throughout the summer and winter timetable period subject to no loss of rostering efficiency.

Master Rosters will contain a minimum interval of 32 hours which will apply between the two turns of duty where a Free Day intervenes, subject at weekends to L.D.R's ensuring that all train requirements are met. Where it will aid maintenance of the 32 hours rest period at weekends, subject to no loss of rostering efficiency, local agreement can be reached on alternative roster formats.

Drivers shown "spare" on the Master Roster (or made "spare" through their turn being cancelled) will be subject to movement/extension through the weekly/daily alteration sheet process, as will drivers whose turns are amended under the "Amendment of Diagrammed Turns" arrangements. Where such re-booking occurs adjacent to weekend free day(s), the rest period rostered may be reduced to a minimum of 29 hours where this is necessary to provide for the coverage of train work except where shown as less on the Master Roster.

Where multiple Free Days are consecutively rostered the next booking can commence on any duty as required to be covered on the following working day. However where a Saturday and Sunday free day follow a Friday night turn, a minimum period of 44 hours rest will apply prior to the Monday booking.

4.4 Free Days when undertaking Training or on Jury Service

Where due to Training, drivers are unable to take their free day entitlements, these will normally be moved to the weekends of the weeks upon which the training occurred. Where multiple weeks are concerned or there are more than two free days in a particular week, such days will be balanced out across multiple week. This will only apply to the first two weeks a driver is on Jury Leave. Where a driver is on Jury Leave for more than two weeks the driver will revert to a Monday to Friday roster.

4.5 Travelling Time

Where drivers are rostered to work as acting Driver Trainer Assessors etc. and incur travelling time this will be reflected in the level of payment associated with undertaking these duties. Any additional travelling time incurred will not be paid.

Drivers will be required to book on / off at locations where training is being provided rather than at their home depot; time being paid for any travelling incurred based upon their home depot location. This is subject to the duration of non residential training courses not normally exceeding 8 hours 30 minutes per day inclusive of breaks and a total of 12 hours on duty inclusive from leaving home depot to returning to home depot.

Trainee Drivers will be required to book on / off at locations where training is being provided rather than at their home depot; time not being paid for any travelling incurred.

4.6 Getting to/from Work

It is a driver's responsibility to get to and from their home and their booking on/off location

4.7 Cross Cover

Where drivers are utilised to cross-cover the work of other depots, hours will be based on the driver booking on / off at their home depot subject to not exceeding maximum day length.

4.8 Mutual Exchanges

Management will facilitate mutual exchanges subject to reasonable notice except where such bookings would inhibit retention of route and traction knowledge, affect productive resource utilisation or incur additional cost to the business.

Where following a mutual exchange having been made and a driver being subsequently re-booked from a diagrammed turn in accordance with the provisions of Clauses 4.10 and 4.11 of the Agreement, any

additional time worked above the rostered hours of the turn exchanged onto will be paid at the standard hourly rate except as varied in Clauses 6.7 and 6.8 below.

4.9 Booking Arrangements

The following activities will be rostered where practical within running turns:-

- Route training/refreshing
- Other briefing/ training
- Interviews including Attendance and Investigatory

In addition, turns may also be extended by up to one hour through the weekly alteration sheet process when required in order to facilitate urgent briefings and associated training.

- Turn inclusive of extension not to exceed maximum turn length
- Maximum of 6 occasions per annum
- No additional payment will be made for extended turns

A minimum rest period of 12 hours will apply before safety critical duties and medicals; 11 hours will apply otherwise.

4.10 Arrangements for the Amendment of Diagrammed Turns to Resource Train Working Alterations

With the exception of “spare” turns which fall to be booked out in accordance with the provisions of Clause 4.11 of the Agreement, the under mentioned arrangements will apply to the amendment of turns where necessary to resource special traffic alterations.

Where a diagrammed turn is amended due to train working alterations the Driver will be re-booked to the turn on the weekly or daily alteration sheet provided that:-

- a) The booking on time will not be altered to more than 1 hour earlier SX and 2 hours SO/Su
- b) The booking off time will not be altered to more than 1 hour later SX and 2 hours SO/Su

subject to the new turn length not exceeding the original turn length by more than 1 hour SX and 2 hours SO/Su and the maximum permitted turn length.

4.11 Arrangements for Utilisation of Spare Drivers

The following arrangements apply to the utilisation of all “spare” drivers within the driving grades including Trainee Drivers who have completed their first diagrammed turn.

Maximum notice of altered bookings will be given with all known commitments rostered where practicable to enable drivers to plan for their time off. The master roster will be updated and amended by a weekly alteration sheet supplemented by a daily alteration sheet. Subsequent advice of alterations and roster amendments will be given by local arrangements.

Master rosters

Spares will be shown on the master roster with datum times that reflect the spread of signing on times within the link. Where re-booked, time will be paid as per the actual hours worked, spares being available to be re-booked to any length between 5h 30m and 09h 15m Mainline and Metro and between 5h30m and 9h30m Highspeed through the weekly alteration sheet.

Spare turn length will be adjusted in order to balance the master roster to an average of 35 hours per week. The minimum spare length will be 7hrs 30mins.

Weekly Alterations

Where a driver with a rostered diagram booking-on time between 00:01 - 04:59 is re-booked under the weekly alteration sheet processes, the turn length to which the driver is re-booked cannot exceed 8h 30m unless the revised booking-on time falls outside of the unsocial hours time period.

Where drivers rostered spare are re-booked on the weekly alteration sheet their booking-on times may be varied without restriction subject to necessary rest periods (in accordance with the principle that three days' bookings constitute a week's work). Under such circumstances:-

- a) A week's work may not necessarily have the same booking-on time each day although wherever possible management will endeavour to roster a spare driver to the same duty for the week. Where this is not possible, there will be no claim to a specific diagram or line of work for the whole week.
- b) Where necessary an early turn spare driver may be booked to a late turn for the week and vice versa.
- c) When it is not possible to give a spare driver a complete week of diagrammed turns he/she will be rostered spare on the unused days at the same time as his/her previous day's booking (or Tuesday's booking if unused on Monday). Under these circumstances such a spare will be rostered in accordance with the daily alteration sheet process after publication of the weekly roster.

Full flexibility in the re-booking of spares under the weekly alteration sheet process will only be applied:-

- a) Where drivers are shown with a minimum of 3 spare days on the master roster.
- b) To drivers whose master rostered diagram is cancelled when the weekly roster is published and in consequence they would have had a total of at least 3 spare days.
- c) To the driver providing cover for the free days of any drivers booked under a) and b), above, provided rest periods can be met.
- d) Where a minimum of 3 days diagrammed turns can be rostered to the spare driver.

Spare drivers will however be booked as necessary for less than 3 days work on the weekly roster provided they are not moved more than 3 hours either side of their datum time.

Spare drivers will be rostered in time order on the weekly alteration sheet subject to no loss of roster efficiency. Where efficiency benefits can be gained, spare drivers may be rostered out of time order. Where such rostering out of time order is undertaken the driver will not be booked off shift.

Daily Alterations

Where a driver with a rostered diagram booking-on time between 00:01 - 04:59 is re-booked under the daily alteration sheet processes, the turn length to which the driver is re-booked cannot exceed 8h 30m unless the revised booking-on time falls outside of the unsocial hours time period.

In addition, spare drivers will be subject to movement on the daily alteration sheet up to a maximum of 3 hours either side of their datum time, this being applied:-

- a) To all spare drivers left unused when the weekly roster is published.
- b) To any spare driver left unused on the weekly roster as part of a week's bookings.

Such re-booking will normally be made on the daily alteration sheet, which will be issued on a 2 day ahead basis. Further alterations may, however, be made in accordance with these arrangements up to 16 hours before the driver is required to report for duty where his booking is moved to an earlier time, or otherwise 16 hours before his rostered booking on time.

Where less than 16 hours notice can be given drivers may be requested to work in accordance with revised booking arrangements.

4.12 Arrangements for Re-Booking of Drivers Whose Diagrammed Turn of Duty is Cancelled.

Drivers booked to work a diagrammed turn of duty that is subsequently cancelled after the weekly sheet has been posted (Thursday prior to the relevant week) may be re-booked to alternative work within the following criteria: a maximum movement of 2 hours from the original diagrammed time on duty with a maximum increase of 2 hours on the day's work.

4.13 Responsibility for Ascertaining Turn of Duty.

It is a driver's responsibility to ascertain his/her next turn of duty when booking off. Where this is subsequently changed after a driver has booked off, management will inform him/her of the altered booking on/off time subject to the Driver providing telephone contact details.

When returning to work following a period of non-attendance at work for any reason of 5 consecutive days or more, it will be the driver's responsibility to ascertain details of his/her next turn of duty.

4.14 Periodic Age Medical.

A Driver booked a periodic age medical will be released from normal duties on the day of the medical in order to attend the medical.

A Driver who is required to attend a medical examination for a reason other than a periodic age medical, may, where considered appropriate by their manager, be required to report to the depot to perform normal duties either prior to, or following the examination.

5. SALARY

5.1 Annual Salary

All employees covered by this agreement will be paid an annual salary.

5.2 Pay Anniversary

The pay anniversary will be on the first Sunday in March each year.

5.3 Salary Progression

A Trainee Driver (Level 2) without previous driving experience will be advanced to Driver 1st Year salary on completion of their first diagrammed driving turn.

The new Drivers' salary range will provide a means by which newly appointed Drivers can progress to a higher salary, subject to a satisfactory attendance record and being competent as a fully qualified driver for more than one year.

5.4 Salary Arrangements

Trainee Driver

A Trainee Driver will be paid within a salary range and will advance to Driver on attainment of necessary competence. The salary will incorporate the consolidation of all existing payments and allowances except for the appropriate adjusted Regional Allowance and other due payments as specified within Sections 5 & 6 of this Agreement.

Shunt Driver

A Shunt Drivers salary will incorporate the consolidation of all existing payments and allowances except for the appropriate adjusted Regional Allowance and other due payments as specified within Sections 5 & 6 of this Agreement.

Driver

A Driver's salary will incorporate the consolidation of all existing payments and allowances except for the appropriate adjusted Regional Allowance and other due payments as specified within Sections 5 & 6 of this Agreement.

The Driver's salary range will recognise experience and competence and provide salary progression for new Drivers.

New drivers will normally advance to the experienced drivers' salary on completion of one year on that rate. This advancement through the range is subject to satisfactory performance, competence, knowledge and good attendance.

5.5 Basis of Salary

Salaries will reflect the varying responsibilities required of each role and for existing drivers will generally comprise five elements:

- Basic Pay (fully pensionable)
- Pensionable Restructuring Premium*
- Appropriate Adjusted Regional Allowance (also fully pensionable)
- Non Pensionable Pay

* Applicable to existing employees retaining, on a personal basis, an element of fully pensionable salary (see 5.6).

The Salary (excluding bonus or supplements) became fully pensionable for future service from 30 March 2003.

5.6 Pensionable Pay

This is the element of the overall salary which is regarded as being pensionable for future service.

Employees in the driving grade prior to June 1997 will continue to receive, on a personal basis, an amount equal to their current basic pay and appropriate adjusted regional allowance, fully pensionable for past and future service. In such circumstances, the remainder of the pensionable element of salary will consist of pensionable restructuring premium which will be pensionable for future service only effective from 1st June 1997 and/or any subsequent designated date(s) of restructuring agreement(s).

100% pensionable pay for future service only was implemented from Sunday 30 March 2003.

5.7 Non Pensionable Pay

This element of the salary was paid in addition to pensionable pay and was not pensionable.

5.8 Regional Allowances

The South East Regional Allowance was consolidated into the salary in 1997 with the Inner and Outer London Allowances adjusted to reflect this. All remaining adjusted Regional Allowances will continue to be fully pensionable.

Adjusted Inner London Allowance

Charing Cross	Dartford	London Bridge*	Grove Park
Orpington	Slade Green	Victoria (E)	

* In the event that a depot is established at London Bridge

Adjusted Outer London Allowance

The following depots are in the geographical area qualifying for payment of Adjusted Outer London Allowance:

Gillingham	Tonbridge
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6. PAYMENT ARRANGEMENTS

6.1 Payment of Salary

It is a requirement that all drivers accept payment of their salary by 4 weekly credit transfer to a bank or building society of their choice, with payslips being issued four weekly.

6.2 Payment for Diagrammed Turns Amended

Where rostered turns are amended and payment is due for additional time worked where shown under clauses 4.8 4.10, 4.11 and 4.12 this will be made at the standard hourly rate except as varied in Clauses 6.7. & 6.8 below.

6.3 Late Running & Service Disruption

Where late running or service disruption occurs or drivers are required to undertake additional work such additional time will be paid only where it exceeds 20 minutes.

6.4 Expenses

Reimbursement of reasonable expenses actually and necessarily incurred in connection with authorised business activities will be made. It will be necessary to support such reimbursement claims with appropriate receipts.

6.5 Failure to Fulfil Contractual Obligations

Salary will not be paid where a driver does not fulfil his/her obligations under his/her employment contract. In such circumstances any or all of the payments constituting the total salary may be withheld or reduced.

6.6 Absence without Authority

In the event of absence without authority, pay equal to the turn length will be deducted for each day of absence.

6.7 New Year's Eve

A premium payment at 12% of the standard hourly rate will be paid in addition to the normal salary for all time worked on turns booking on between 12:01 and 23:59 on New Year's Eve.

6.8 Christmas Day (25th December) & Boxing Day (26th December) Working

Payment will be made at double time (inclusive of normal salary) on all time worked for turns booking on between 00:01 on Christmas Day and 23:59 on Boxing Day. Drivers with Master Rostered turns of duty not required to work on Christmas Eve will be shown as "Leave with Pay".

A Driver who works on Christmas Day or Boxing Day has the option to either forego the entitlement to retain a day's Annual Leave and receive triple time (inclusive of normal salary) on all time worked, or retain the entitlement to a day's Annual Leave and receive double time (inclusive of normal salary) on all time worked.

6.9 Bank Holidays other than Christmas Day & Boxing Day

No additional payment will be made for time worked for turns booking on between 00.01 and 23.59 on the six recognised Bank Holidays listed below except where a Driver elects under the provisions of paragraph 7.9 to receive payment of a standard day's pay in lieu of a leave day: -

- New Year's Day
- Good Friday
- Easter Monday
- May Bank Holiday
- Spring Bank Holiday
- Summer Bank Holiday,

Where an exceptional bank holiday is declared by the Government any Driver who is required to work will receive a standard day's pay in addition to their normal pay.

For the purposes of this agreement substitute Bank Holidays that are nominated by the Government over the Christmas/New Year period where Christmas Day, Boxing Day and/or New Year's Day fall on a Saturday or Sunday are not recognised and therefore no additional payments will apply.

6.10 Free Days

It is the intention that free day working will be progressively eliminated. Certain exceptional circumstances may require an element of voluntary free day working. Drivers will be paid at the standard hourly rate plus a flat payment of £45 for each free day worked.

7. LEAVE ENTITLEMENTS & ARRANGEMENTS

7.1 Leave Entitlement

The introduction of the four day week from May 2016 will increase the numbers of free days from 143 to 156 days per year. The annual leave entitlement needs to be adjusted to reflect the reduction in the number of days required to work.

For 2016 :

Total leave entitlement on completion of 1 year's service will be rounded up to 30 days.

This will comprise 4 weeks rostered annual leave (counted in days), 8 Bank Holidays and 5 adhoc leave days.

From 2017 onwards:

Total leave entitlement on completion of 1 year's service will be:

28 days leave: This includes 4 weeks rostered annual leave (counted in days), 8 Bank Holidays and 4 adhoc leave days.

7.2 Leave Year

The leave year will commence on the 1st of January each year.

7.3 Preparation of Leave Rosters

Annual leave rosters will be prepared by management and agreement reached with local representatives in order that these rosters can be posted by 31 October of the preceding year to that in which they apply. Management in conjunction with the local representatives will consider applications for mutual exchanges of annual holiday periods to ensure that leave is granted pro-rata between early and late shifts.

7.4 Rostering of Leave

Within the annual leave entitlement, 4 weeks will be rostered (each week rostered Sunday to Saturday inclusive); 1 week each in Spring and Autumn and 2 weeks in a designated Summer period. The Summer Leave period will be arranged such that the first 2 week block will include 1st May and the last 2 week block the 30th September.

- The Spring leave period, which will comprise twelve 1 week blocks, will be co-terminus with the start of the Summer leave period.
- The Autumn leave period, which will comprise twelve 1 week blocks, will be co-terminus with the end of the Summer leave period.
- These arrangements will apply at all South Eastern drivers' depots.

7.5 Submission of Leave Applications

Applications for unrostered leave must normally be submitted 7 days prior to the date for which leave is requested and will be considered subject to cover being available.

7.6 Forfeiture of Leave not Taken

It is a drivers responsibility to manage their annual leave within the leave year.

A Driver must make every effort to take his/her Annual Leave within the leave year in which it falls. Any outstanding unrostered leave must be applied to be taken within the leave year by no later than the first Sunday in December. Where an application has not been made to take the leave in accordance with the above, the company reserves the right to roster such outstanding leave between 3rd Sunday in December through to 31 March of the following year.

The only exception will be where a driver works on either Christmas Day or Boxing Day in which circumstance he/she will be entitled to take the accrued day(s) leave on a mutually convenient date within the following leave year.

In any circumstances, the maximum amount of leave that may be carried forward beyond 31 December is 5 days and the company reserves the right to roster such outstanding leave. Any leave in excess of this figure will be forfeited. Similarly, where any outstanding leave has not been taken by 31 March following the leave year such leave will be forfeited.

The foregoing will not preclude management agreeing to a Driver being authorised to retain leave beyond 31 March for the purpose of being able to visit relatives abroad or other similar exceptional circumstances where specifically authorised by the HR Director.

Payment will be made to legal next of kin Irrespective of dependency, or estate, of a deceased member of the staff in lieu of leave not taken.

7.7 Adjustment of Leave following Sickness

Where a driver has been sick and therefore has been unable to take his/her annual leave within the year to which it relates, all untaken leave in excess of 5 days will be treated in accordance with employment legislation.

7.8 Entering & Leaving Employment

Entering Employment

New entrants will receive annual leave pro rata based on the entitlement as defined in section 7.1 during the first year of employment. (Bank Holidays will also be credited where appropriate. Leave cannot be taken until accrued and not taken until after completion of a minimum of one months service.

Additionally, new entrants will normally be booked Annual Leave on the following bank holidays: New Year's Day, Good Friday, Easter Monday, May Bank Holiday, Spring Bank Holiday, Late Summer Bank Holiday, Christmas Day and Boxing Day. However, where new entrants are rostered to work on such days they will be granted a day's leave in lieu of the Bank Holiday worked.

Leaving Employment

A Driver with more than one year's service must give the company at least 12 weeks notice when leaving the company. He/she will be entitled to receive a leave entitlement pro rata to the number of completed months within the leave year at the date of leaving employment, rounded to the nearest day as set out for those entering employment, except where dismissed under the disciplinary procedures, or where the employee leaves without giving the required period of notice subject to legislative conditions as specified in the holiday arrangements policy.

In addition, leave accrued for working on any of the eight recognised bank holidays of: New Year's Day, Good Friday, Easter Monday, May Bank Holiday, Spring Bank Holiday, Late Summer Bank Holiday, Christmas Day and Boxing Day is to be added to this total, except where the employee has elected to receive payment in lieu of a leave day (see 7.9 below).

7.9 Bank Holidays

Public and Bank Holidays are nominated as New Year's Day, Good Friday, Easter Monday, May Bank Holiday, Spring Bank Holiday, Summer Bank Holiday, Christmas Day and Boxing Day.

Management will issue amended train services and diagrams for all Public and Bank Holidays. A rotation and roster will be produced in accordance with procedure agreements, this roster being posted 7 days prior to the holiday concerned.

Drivers who are required to work under the Bank Holiday rotation arrangements will be given the option to either retain a day's leave of their overall entitlement or elect to receive a standard days pay in addition to their normal salary. Any Driver wishing to elect to receive payment in lieu of leave must indicate in writing at least 48 hours prior to the bank holiday concerned.

All Drivers who are booked off or are sick on the bank holiday concerned will receive their normal pay and be deducted one day's leave.

In any year in which there is an exceptional Bank Holiday nominated by the Government no additional leave will be provided. Drivers required to work will be paid in accordance with paragraph 6.9 of this Agreement

For the purposes of this agreement any substitute Bank Holidays that are nominated by the Government over the Christmas/New Year period where Christmas Day, Boxing Day and/or New Year's Day fall on a Saturday or Sunday these will not be recognised and therefore bank holiday rotations will not apply.

Two days leave will normally be rostered on Christmas Day and Boxing Day. Up to a further 3 days per annum may be rostered on other Bank Holidays to enable driving grades to be booked off duty when not required to work due to the rotation arrangements.

Where however, drivers are not required for duty on more than 3 Bank Holidays per annum (excluding Christmas Day and Boxing Day) solely as a result of the rotation, they will on such occasions not be rostered a days leave from their annual leave entitlement but will be booked as leave with pay.

The above paragraph does not apply to Trainee Drivers and Drivers who are booked Annual Leave on more than 3 Bank Holidays per annum (excluding Christmas Day and Boxing Day) that are not available to work on one or more such Bank Holidays due to: -

- Mutual Exchange(s) of duty/Free Day
- Sickness
- Unfit driving duties
- Accommodated duties
- Lack of competency
- Exclusion from the Bank Holiday rotation under a Local Arrangement/Agreement

In such cases the Annual Leave will be deducted from their overall entitlement

7.10 Civic or Public Duties & Judicial Proceedings

Leave for civil or public duties and attending judicial proceedings will continue to be granted. Armed Forces Reservists will also continue to be granted leave to attend the 2 weeks annual camp under the existing arrangements.

TA (Armed Forces Reservists):- Unpaid leave of absence to attend the two week annual camp (unpaid leave).

Civil and Public duties:- Leave will be granted in accordance with statutory requirements for the following:

- a) Employees holding the office of Lord Mayor or Chairman of the County Council, District Council or Regional Council (unpaid leave).

- b) Employees serving as a member of Local Authorities or certain other public bodies as specified in the Local Government Act 1972 (unpaid leave up to 40 days per year).
- c) Employees appointed to serve on Statutory Tribunals or Statutory Committees (unpaid leave).
- d) Employees appointed to Magistrate (paid leave up to 18 days per annum).
- e) Employees serving as Jurors (paid leave).
- f) Employees attending judicial proceedings other than as a juror for non-company related business (unpaid leave).
- g) Employees serving as School Governors (unpaid leave up to 5 days per annum).

7.11 Other Leave Days

Attendance at a funeral of an immediate relative (Mother, Father, Spouse, Child, Stepchild, Stepmother, Stepfather, Brother, Sister, Stepbrother, Stepsister, Mother-in-law or Father-in-law, Grandfather and Grandmother)

Maternity and Paternity Leave (plus parental, family and domestic leave) granted in accordance with the Company provisions.

Adoption Leave introduced in accordance with the Company provisions.

Other leave days will be granted upon request subject to management agreement.

In exceptional circumstances, special leave may be granted at the line manager's discretion.

All other non-statutory special leave concessions and entitlements will cease.

8. SICKNESS & ILL HEALTH ARRANGEMENTS

8.1 Sick Pay Entitlement

The Company Sick Pay entitlements are as follows:-

Period of Service	Standard Benefit	Reduced Benefit
Less than 12 months	Nil	Nil
Between 1 year and 5 years	16 weeks	16 weeks
Over 5 years	26 weeks	26 weeks
Standard benefit = 100% of total salary (excl. bonus)		
Reduced benefit = 50% of Standard benefit.		
This is the maximum company sick pay entitlement in any sick pay year which will run from April to April, concurrent with the tax year.		

Both standard benefit and reduced benefit is inclusive of Statutory Sick Pay (SSP). Where Company Sick Pay is not payable, SSP will continue to be paid as appropriate.

8.2 Qualification for Sick Pay

After 12 months continuous employment Company Sick Pay will be paid from the first day of sickness that a driver is rostered to work.

8.3 Entitlement During Absence

A driver who, during a period of absence, exhausts his Company Sick entitlement under these arrangements cannot re-qualify for further sick pay during that absence. The Sick Pay entitlement during sickness absence will be that which was applicable at the time of its commencement.

Continuous periods of sickness will be treated as though the whole had occurred in the year in which the sickness commenced.

8.4 Linked Sickness

Where a driver resumes from sickness absence and commences a new period of sickness within 13 weeks of resumption, the new period of sickness may, at the discretion of the local manager, be linked to the previous period for the purpose of calculating the period of entitlement where the new period of sickness is in the next sick pay year.

8.5 Withholding of Sick Pay

The company reserves the right to withhold Company Sick Pay should it be considered that the Company Sick Pay arrangements have been abused.

8.6 Sickness Absence Certification

Company Sick Pay will be paid for the first six working days of any period of absence due to illness. Company Sick Pay will continue to be paid from the seventh working day and subsequent working days of the period of illness on receipt of a current doctor's certificate covering the period of illness.

Failure to supply certificates on time will result in the non-payment of Company Sick Pay and the individual will be shown as absent without authority. However where a driver is unable to provide a doctor's medical certificate on the date of resumption from sickness, a "7 day grace period" will apply, during which time a driver will be able to submit a medical certificate to their local manager to cover their entire period of absence.

8.7 Advice of Absence / Resumption

Drivers are required to give notice of their inability to attend for work due to sickness as soon as possible but in any case at least one hour prior to the commencement of their rostered turn. They must also state the likely duration of their sickness period.

Drivers should also give notice of their intention to resume duty following sickness by midday on the day prior to their intended resumption. However, where drivers become fit after midday they must advise of their intention to resume subject to a minimum period of 12 hours notice prior to their rostered booking on time.

The above will be dealt with in accordance with 6.5

8.8 Ill Health Arrangements

Every effort will be made to deal sympathetically with Drivers who may be temporarily or permanently declared unfit for their duties.

A Driver who does not meet the medical standards required by the Company Doctor will be dealt with in accordance with the arrangements detailed below

8.9 Temporarily Restricted

Where a driver is deemed temporarily unfit for normal duties by the Company Doctor, and is accommodated in a suitable alternative post, they will be entitled to retain their substantive salary or receive the salary for the post in which accommodated, whichever is the greater.

A Driver on being certified temporarily unfit for normal duties by the Company Doctor but fit for alternative work, will retain his/her rostered rest day pattern for the first two weeks of the restriction, unless he/she voluntarily chooses to alter their rest day pattern earlier than this timescale. Where the temporary restriction is subsequently removed, a driver will return to their former position and substantive salary.

The situation will be subject to regular review and where there is no realistic prospect of such an alternative post becoming available within the company, or of the employee being fit to return to normal duties, the ill health severance arrangements will be applied.

8.10 Permanently Restricted

Where a driver is accommodated permanently due to ill health, in another post with a lower salary, they will be dealt with in accordance with the under mentioned arrangements:

- a) A driver with 10 or less years will be entitled to retain 75% of his/her total current salary on a personal basis for 12 months, after which date they will receive the salary of the post in which accommodated.
- b) A driver with 11 to 15 years service will be entitled to retain 75% of his/her total current salary on a personal basis for 24 months, after which date they will receive the salary of the post in which accommodated.
- c) A driver with 16 to 20 years service will be entitled to retain 75% of his/her total current salary on a personal basis for 36 months, after which date they will receive the salary of the post in which accommodated.
- d) A driver with 21 years service or more will be entitled to retain 75% of his/her total current salary on a personal basis. However, this personal salary will not be subject to any further increase until the salary of the post in which accommodated is greater.

Where a Driver is permanently restricted due to ill health and cannot be accommodated in an alternative post, they will be dealt with under ill health severance arrangements. The only exception to the foregoing is where drivers are either permanently or temporarily accommodated in a Shunt Drivers position, where they will receive the full Shunt Drivers salary.

Note: Any driver permanently restricted will retain his/her substantive salary. Clauses 8.10 (a), 8.10 (b), 8.10 (c) and 8.10 (d) will then operate.

8.11 Ill Health Severance Arrangements

The ill health severance payment calculations (see Appendix "A"), will be applied to Drivers in the following circumstances

- i) where it is not possible to accommodate a Driver in a suitable alternative post in accordance with their medical restriction.
- ii) where a Driver is recommended for ill health severance (or ill health retirement) by the Company Doctor.
- iii) where a Driver is off sick and there is no realistic prospect of a return to work.

In deciding whether Ill Health Severance is appropriate, consideration will be given in each case to a number of factors, including the views of the Driver, medical opinion and the provisions of the Disability Discrimination Act.

There will be no contractual right for a Driver to receive the full term of Company Sick Pay before the Ill Health Severance Arrangements are applied.

Where it is necessary to give notice to a Driver who falls to be dealt with the Ill Health Severance Arrangements, the period of notice will be that set out in the employment contract.

Any outstanding leave will be cleared during the period of Contractual Notice.

9. ROLES AND RESPONSIBILITIES

The promotional structure for driving grades comprises Trainee Driver, Shunt Driver, Driver / High Speed Train Driver and Driver Instructor.

Trainee Driver

An employee undertaking the necessary training to enable him/her to become competent to carry out all aspects of the drivers role in accordance with the job specification.

Entry to the driving grades will be through the grade of Trainee Driver.

Shunt Driver

An employee who has been appointed to a Shunt Driver's position and is qualified as competent to undertake all aspects of the Shunt Driver's role as detailed in the job specification.

Driver

An employee who has successfully completed the necessary training (including all route and traction training) and is competent to undertake all aspects of the Driver's role as detailed in the Job Specification.

Drivers will also be utilised to undertake operational duties for which they are trained and for which they are competent.

High Speed Train Driver

As "Driver" above

Driver Instructor

An employee who has been appointed to a Driver's position with additional responsibility for providing route knowledge instruction, traction handling guidance and traction knowledge instruction for both Trainee Drivers and qualified Drivers. Driver Instructors will be utilised for normal driving duties when not providing instruction or guidance.

10. PROMOTION TRANSFER & REDUNDANCY

10.1 P.T.& R. Principles

South Eastern aims to treat its employees with equality and fairness whilst providing a more flexible career structure to foster company-wide opportunities within which employees can develop their potential, skills and abilities.

These principles are to be applied across the company although it is recognised that in certain activity areas specific criteria need to operate. Where these are necessary they are set out in an Appendix to these principles (See Clause 10.7).

10.2 Scope

The Promotion and Transfer Arrangements will apply within South Eastern with the objective of ensuring effective manpower planning and recognising the needs of individual employees.

10.3 Eligible Employees

All employees will be entitled to apply to be considered for any post advertised and will be expected to have satisfied themselves that they can fully meet the requirements of the post, taking into account shift pattern, location and environment, as well as skills, knowledge required etc.

10.4 Advertising of Vacancies

Vacancies will be advertised and published on the company intranet as and when required, where necessary in advance of the date on which the vacancy occurs. In addition, positions may also be advertised externally where there is reason to believe there may be a shortage of suitable internal applicants.

An employee applying for advertised vacancies at more than one location must indicate their order of preference on the top of each individual application form.

10.5 Appointments

Appointment to vacancies will be made on the basis of competence, meeting the required medical standards and suitability except where varied by an appendix to this document.

To ensure effective manpower planning, applications for positions that carry the same or lower rate of pay may be declined although each situation will be dealt with on its own merits. It is therefore in the interests of the applicant to explain the reason for seeking such a transfer. It should be noted that the appointment will normally be at the rate appropriate to the advertised post.

Employees promoted to a new post will not normally receive the salary of that post until assessed as competent to carry out the full duties of the post.

Appointment of external applicants to all vacancies will be subject to satisfactory interview, passing of all necessary aptitude and assessment tests and medical examination including drug screening.

Trainees will be subject to continuous assessment throughout their training. Trainees who fail to achieve the required level of competence may have their employment terminated.

10.6 Allocation without Advertisement

Management will retain the right to allocate an employee to a position without recourse to the Promotion and Transfer Arrangements where this is necessary to accommodate an employee affected by redundancy, discipline, ill health, hardship or other exceptional circumstances.

10.7 Promotion and Transfer Arrangements for Driving Grades

A.1. Employees Covered

These arrangements below supplement the principles of the Southeastern Promotion and Transfer Arrangements and apply only to Southeastern's depots employees and vacancies within the driving grades of:-

Trainee Driver and Driver*

* Notes:

1. Any employee may apply for Trainee Driver vacancies.
2. An employee undergoing training to act as a Driver, or to fill a Driver vacancy, will be designated Trainee Driver,
3. A Trainee Driver who is suitably qualified to act as a Driver will be designated " Driver".
4. All applicants for Driver vacancies must be qualified to undertake driving duties.

A.2. Advertising of Vacancies

Management will determine the need for vacancies to be advertised, taking into account all known circumstances, including future retirements, redundancy and changes in business requirements and inform Company Council.

If a vacancy is not filled in accordance with the arrangements detailed in Paragraph A.4 it will be advertised on the Southeastern vacancy list where priority will be given to:

- By recruitment to the grade of Trainee Driver.

Vacancies will be advertised on the first available Southeastern vacancy list and the transfer of successful applicants for Driver positions will take effect on a Timetable/Permanent Alteration change date. Transfers made under Paragraphs A.4(a), A.4(b), A.5 and A.6 of this Appendix will be made on these same dates and will be notified to Company Council.

Notes:

- Vacancies for supply link Drivers will not be advertised but, when exceptional circumstances arise following consultation with Company Council, existing supply link Drivers may be invited to apply to change depot.
- Vacancies for Trainee Drivers may be advertised externally at the same time as they appear on the internal vacancy list.

A.3. Eligible Employees

The minimum age to apply for, or be recruited to, a Trainee Driver vacancy is twenty years of age. The minimum age for performing driving duties in charge will be twenty-one years of age.

A.4. Appointments

Appointment to drivers vacancies in the main link structure will be made on the basis of competence and meeting required medical standards. An applicant will be considered suitable where existing competence to undertake driving duties is held.

When filling Driver vacancies, priority will be given to employees in the following order:

- I. A Driver required to be allocated to a position as a result of redundancy *, ill-health or hardship.
- II. A Driver registered for transfer under Clause 8(ii) of the former PT&R arrangements at the date of implementation of these arrangements.
- III. A Driver registered for transfer under Paragraph A4(a) / A4(b) or the senior supply link Driver at the depot where the vacancy has arisen to be determined by the date of registration.
- IV. An employee being required by Management to transfer to a position for the wider development of that employee.

Notes:

* *see separate redundancy arrangements.*

- a) Where vacancies exist within the main link structure Drivers will not be held back in the supply link except where local representatives have been advised that the main link structure is liable to alteration in accordance with Procedure Agreements.
- b) For the purpose of clause A.4 the registration date of a supply link driver will be the date upon which he/she successfully completed induction and rules training for the grade of driver.
- c) On appointment to a position of Trainee Driver he/she will be allocated an intended home depot. Prior to his/her registration date it may be necessary to re-allocate the trainee to an adjacent depot where a future imbalance of productive drivers has been identified as liable to occur. No Trainee Driver will be re-allocated more than once under these arrangements.

A.4(a) A Driver who has not exhausted his/her entitlement to a Clause 8(ii) transfer move under the former PT & R arrangements will be allowed one lateral transfer within their grade through such a registration.

A.4(b) A Driver who has exhausted his/her entitlement under Paragraph A.4(a) may be permitted one further transfer registration within the driving grades subject to the merit and business benefit of each case being accepted by management, following discussion with Company Council.

Lateral transfers under Paragraphs A.4(a) and A.4(b) can only be applied for after a Driver has been productive at their present depot for a period of three years (please see special point in A.5).

An application made under the foregoing arrangements should be made in writing to the local manager who will normally acknowledge receipt within seven working days. The date of registration will be the date of receipt by the local manager. Applications not registered at least four weeks prior to the date the vacancy is advised to Company Council will not be considered.

In the event of there being more than one registered application for transfer within the grade to the same depot, the order of transfer shall be determined by the date of registration. When two or more applicants have the same date of registration the order of priority for transfer will be determined by the date of entry into the driving grades.

A registered applicant will be required to transfer to the depot for which registered in the event of a vacancy arising for which they are eligible, unless the application has been cancelled.

Any cancellation of an application for transfer under clauses A.4(a) and A.4(b) must be submitted in writing to the local manager who will normally acknowledge receipt within seven working days. The date of receipt by the local manager will be regarded as the date of application to cancel.

Cancellations submitted less than four weeks before the vacancy is declared will not be accepted for vacancies declared in connection with the next movement date.

No changes in link position will be made as a result of a vacancy until after the date of entry into the driving grades of the employee selected is known.

An employee transferred from another depot or promoted at their own depot, shall take their link position according to the date of entry into the driving grades unless this would involve displacing employees within the driving grades already in the link concerned in which case they will take the next lower available position and move to their appropriate link position as future vacancies occur.

When considering applicants for vacancies for Trainee Driver, priority will be given to employees in the following order:

- a) Applicants from other grades within the company.
- b) By direct recruitment to the driving grades.

A.5. Allocation Without Advertisement

An employee wishing to transfer in their own grade to another depot or to a lower position at their own or another depot on grounds of hardship or other exceptional circumstances should submit an application in writing to their local manager. Seniority for link/depot purposes will be taken from the date of application.

A Driver applying for a transfer under an A.5 move should ordinarily have exhausted his/her entitlement to a Clause A.4 (a) transfer move. If an A.5 application is subsequently approved when an A.4 move entitlement was still outstanding, the A.4 (a) transfer will be deemed as exhausted as a result of this move.

A Driver transferred to a Shunt Driver will receive the salary of the post in which accommodated.

A.6. Mutual Exchanges

Applications will be accepted for mutual exchange of depots from two employees of the same grade. Both employees will take the seniority date of the junior for link seniority purposes only and both must have been in their present post for not less than three years after completion of all initial training including examination and route learning and neither has had a mutual exchange in the driving grades. For Redundancy purposes seniority shall continue to be calculated from the date of entry to the driving grades.

Applications for mutual exchanges should be submitted in writing by the employees concerned to their local manager(s) which will normally be acknowledged within seven days.

A.7. Redundancy Arrangements

A Joint Working Party at Company Council level will be set up to consider revisions to the Redundancy Arrangements in accordance with the principles set out below.

The Redundancy Arrangements will be amended in accordance with the principles below:-

Revised terminology to reflect current grade structure.

In considering a Driver's order of preference, management will take into account the ability of Drivers to get to/from depots where vacancies are being declared with the objective of minimising the disruption to family life and personal circumstances.

In appointing Drivers to declared vacancies, management will give priority to allocating those Drivers to depots which avoid the requirement to re-locate their home. However, in such circumstances where it is not possible to avoid the necessity for a Driver to relocate his/her home the situation will be discussed at Drivers' Company Council.

In instances where management determine that a removal of home is required, then:-

- the location of the new residence must be accepted by management as being appropriate
- solicitors fees, estate agent fees and stamp duty for the sale and purchase of the employees residence up to a maximum total sum of £3,500 will be paid by the company
- the removal of household goods and furniture from the old residence to the new residence, subject to the prior submission of three separate estimates to the Human Resources Department for one to be authorised for use
- a payment of £1,000 to assist with the miscellaneous costs associated with moving residence

Preferences in clause 12 (C) of the former P.T.& R., applications will be given consideration in seniority order subject to the above.

Where a driver nominates an alternative depot for ultimate transfer following redundancy under the "Closure of Depot Arrangements", this should not necessitate the need to re-locate their home at the company's expense.

The current payment arrangements associated with redundancy are amended.

On going payments are to be replaced with a system of one off flat payments.

If the employees new location is in excess of 15 rail miles from the old location and their journey to work is extended, they will receive a lump sum payment of £500.

Employees currently in receipt of redundancy payments will continue unaltered.

Reasonable travelling distance is defined as " A distance which would not involve an increase in an individual's present daily travelling time by an average of more than half an hour in each direction by public transport or private car".

A.8. Staff Returning to Driving Grades

Where an employee transfers to another position on different terms and conditions but subsequently returns to the driving grades, his/her depot/link seniority date will be that of their transfer date back in to the grade. His/her date of service seniority is unchanged.

11. SAFETY ARRANGEMENTS

11.1 Safety Validation

This package includes fundamental changes to:

- * *diagramming arrangements*
- * *rostering criteria*
- * *methods of working*
- * *training arrangements*

Safety Validation procedures have been undertaken to assess any changes in risk which may arise thereby enabling a formal submission to Network Rail Safety and Standards Directorate to be prepared.

Implementation of this agreement is dependent upon completion of Safety Validation and amendment of Southeastern's Railway Safety Case.

11.2 Alcohol & Drug Screening

The procedure for random alcohol & drug screening will include unannounced random tests being conducted on site.

'On appointment' alcohol & drug screening will not be a requirement if an employee is transferring from one safety critical post to another within Southeastern.

12. Implementation Arrangements

12.1 Redundancy

There will be no compulsory redundancies arising from the implementation of this agreement.

12.2 Existing Agreements

Where there is impact upon other agreements, these will be reviewed in the light of the effect these restructuring proposals have on them.

Where there is a conflict between this agreement and existing agreements at company, or local level, this agreement will supersede the existing agreements.

Any subsequent points of interpretation of these terms shall only be resolved at Company Council level. No agreement can be made or remain in being which either cancels, contradicts, or places an interpretation of this agreement, except where legislation is passed that necessitates this document to be updated to comply with employment law.

12.3 Drivers Representation

There are no changes to the general collective bargaining agreement between the recognised trade unions and the company under this agreement.

For the avoidance of doubt, three Drivers Company Council representatives and two Local representatives at each drivers' depots will continue to apply.

13. Flexible Working For Train Drivers:

13.1 Introduction

The Company recognises that employees may have personal responsibilities and obligations in addition to their work responsibilities. It also appreciates that, at times, it can be difficult to balance those demands. Any driver that requests an alteration to the normal working hours will be dealt with in accordance with the Company 'Flexible Working' policy.

Options that will be considered by the local Manager include:

- Job sharing
- Withdrawing from the main roster and working fixed hours as a spare driver who would be the first to run and considered part of the Supply link.
- Identifying a diagram/roster that could be worked on a permanent basis by the driver. Temporary arrangements would be made until the roster could be permanently altered. Consideration would also need to be given on the affect of this on full-time drivers.

To facilitate these arrangements it may be necessary for the driver concerned to move to another depot.

13.2 Job Sharing

- An arrangement whereby a full-time driver post is shared by two drivers who have come to an agreement to work reduced hours.
- The number of job shares at each depot will normally be restricted to two drivers but can be increased to four drivers where a depot has an establishment in excess of 60 drivers.
- Drivers opting to job share cannot take up other jobs outside Southeastern without Company Council approval as detailed in the Company's Outside Business Activities policy.
- The seniority date will be taken from the junior driver for a link position. The original seniority date will be recorded should the driver wish to return to full time driving.
- Drivers undertaking job sharing must give their manager 14 days notice of which turns each will be working.
- Allocated annual leave weeks to the roster will be taken by both drivers.

13.3 Terms and Conditions for Flexible Working.

The following payments, benefits and allowances will be granted to drivers working reduced hours on a pro-rata basis.

- Salary/sick pay
- All allowances, bonuses etc.
- Leave entitlement

A minimum of two days a week are worked

All drivers must come to an agreement with their manager to ensure the required number of safety updates per year is attended and that rules and route knowledge/retention is properly managed. This may require a driver to work on a day or time not normally worked, to complete any necessary training.

Pension arrangements/contributions will be in accordance with the Pension Scheme rules.

Travel facilities for safeguarded staff will operate on a pro-rata basis as per arrangements with Rail Staff Travel. Non safeguarded staff will continue to receive the Southeastern travel concessions as full time staff.

13.4 Mutually Agreed Ending of Reduced Hours Working.

- 90 days notice of an intention to end the arrangements and return to full-time driving must be given to the employee's manager. Drivers will then take an appropriate link position in accordance with the Drivers Transfer, Appointment and Redundancy Agreement.

13.5 Unplanned Ending of Reduced Hours Working

- In the event of the arrangement being terminated by events outside the control of the driver/s, then the following options will be considered:
 - Seek another job share partner where the drivers were sharing the job
 - Cover by normal cover arrangements for up to 90 days
 - Return to full – time working
 - Seek another suitable post within the Company

13.6 Monitoring

- All applications for reduced hours working will be advised to the Drivers Company Council as soon as practical.
- Any problems regarding the operation of these arrangements will be discussed with the Drivers Company Council.

13.7 Review

- This agreement will be reviewed at Company Council.

APPENDIX “A”

APPENDIX “A”

PAYMENT FOR ILL HEALTH SEVERANCE (IHS) ARRANGEMENTS

The payment due to each employee under the ill health severance arrangements scheme will mirror the statutory redundancy scheme and depends on his or her age and length of service (up to twenty years). This determines the number of weeks pay due, unlike the statutory redundancy calculation an “actual weeks pensionable pay” will be used in the calculation.

To calculate the number of weeks IHS pay refer to the table below and cross reference the person's age and years of service and then multiply that number by the weekly salary E.g. a person with a weekly salary of £500 aged 55 with 18 years of service will be entitled to 25 weeks salary e.g. a total payment of £12,500.

Age	Service (Years)																			
	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
17*	1																			
18	1	1½																		
19	1	1½	2																	
20	1	1½	2	2½	-															
21	1	1½	2	2½	3	-														
22	1	1½	2	2½	3	3½	-													
23	1½	2	2½	3	3½	4	4½	-												
24	2	2½	3	3½	4	4½	5	5½	-											
25	2	3	3½	4	4½	5	5½	6	6½	-										
26	2	3	4	4½	5	5½	6	6½	7	7½	-									
27	2	3	4	5	5½	6	6½	7	7½	8	8½	-								
28	2	3	4	5	6	6½	7	7½	8	8½	9	9½	-							
29	2	3	4	5	6	7	7½	8	8½	9	9½	10	10½	-						
30	2	3	4	5	6	7	8	8½	9	9½	10	10½	11	11½	-					
31	2	3	4	5	6	7	8	9	9½	10	10½	11	11½	12	12½	-				
32	2	3	4	5	6	7	8	9	10	10½	11	11½	12	12½	13	13½	-			
33	2	3	4	5	6	7	8	9	10	11	11½	12	12½	13	13½	14	14½	-		
34	2	3	4	5	6	7	8	9	10	11	12	12½	13	13½	14	14½	15	15½	-	
35	2	3	4	5	6	7	8	9	10	11	12	13	13½	14	14½	15	15½	16	16½	
36	2	3	4	5	6	7	8	9	10	11	12	13	14	14½	15	15½	16	16½	17	
37	2	3	4	5	6	7	8	9	10	11	12	13	14	15	15½	16	16½	17	17½	
38	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	16½	17	17½	18	
39	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	17½	18	18½	
40	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	18½	19	
41	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	19½	
42	2½	3½	4½	5½	6½	7½	8½	9½	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½	
43	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
44	3	4½	5½	6½	7½	8½	9½	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½	21½	
45	3	4½	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
46	3	4½	6	7½	8½	9½	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½	21½	22½	
47	3	4½	6	7½	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	
48	3	4½	6	7½	9	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½	21½	22½	23½	
49	3	4½	6	7½	9	10½	12	13	14	15	16	17	18	19	20	21	22	23	24	
50	3	4½	6	7½	9	10½	12	13½	14½	15½	16½	17½	18½	19½	20½	21½	22½	23½	24½	
51	3	4½	6	7½	9	10½	12	13½	15	16	17	18	19	20	21	22	23	24	25	
52	3	4½	6	7½	9	10½	12	13½	15	16½	17½	18½	19½	20½	21½	22½	23½	24½	25½	
53	3	4½	6	7½	9	10½	12	13½	15	16½	18	19	20	21	22	23	24	25	26	
54	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	20½	21½	22½	23½	24½	25½	26½	
55	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22	23	24	25	26	27	
56	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	23½	24½	25½	26½	27½	
57	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25	26	27	28	
58	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	26½	27½	28½	
59	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	27	28	29	
60	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	27	28½	29½	
61+	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	27	28½	30	

APPENDIX 'B'

GLOSSARY OF TERMS

Term	Definition
Driver	An employee appointed to a Driver's position.
Driver	An employee within the driving roles of : Trainee Driver, Shunt Driver, Driver, High Speed Train Driver and Driver Instructor.
Fully Pensionable for past and future service	Pensionable pay that will accrue pension benefits for all service in membership of the Railway Pension Scheme.
Pensionable Restructuring Premium	Pensionable pay that will accrue pension benefits from the implementation of this agreement or from date of appointment thereafter.
Master Roster	A series of lines of weeks' work (link) balanced over its length to provide for a weekly average of 35hrs
Week	For salary calculations and rostering purposes a week will constitute time worked / rostered between 0001 Sunday and 2359 Saturday.
Standard Day/Days pay	8 hrs 45 day* (excluding paid leave) based on average 35 hour week * From May 2016
Annual Leave Year	Commences on 1st January each year.
Sick Pay Year	April to April concurrent with the Tax Year.
Driving Work	Time spent in charge of trains including turn round times. i.e. relieve to relieved time, or start of train movement to movement stopped as appropriate.
Train Work	Time spent in driving plus in addition preparation/disposal, Driver conducting (including coupling/uncoupling, brake testing) and other safety critical duties.
Pro rata	In proportion to . . .