

# **PROPOSED DISPUTE RESOLUTION AGREEMENT**

## **TSSA and PASSENGER TRAIN OPERATORS - WORKFORCE CHANGE**

### **INTRODUCTION**

This Dispute Resolution Agreement represents the outcome of discussions at industry-wide level between representatives of the passenger train operators (TOCs) listed in Appendix 1 and the Transport Salaried Staff Association (TSSA) arising from the dispute over jobs, pay and conditions between the TOCs & the TSSA.

This Agreement sets out the Workforce Changes to be proposed by the TOCs as a result of their new funding arrangements and contracts with the Department for Transport (DfT) which require them to ensure the rail sector remains a financially and operationally sustainable undertaking.

This Dispute Resolution Agreement contains a set of agreed principles (“the National Principles”) which the TOCs will implement as Workforce Changes according to their business needs. The adoption of this Agreement will resolve and exhaust the current disputes between the TSSA and the TOCs over jobs, pay and conditions and will entail the cessation of any future industrial action over these issues until 1<sup>st</sup> April 2024.

These National Principles on “Workforce Changes” set out in this Dispute Resolution Agreement will constitute the industry benchmark standard although it is accepted that a TOC may retain existing agreements which conflict with the National Principles if those agreements provide greater flexibility and/or lower costs to the TOCs. Where this is the case, TSSA TOC representatives will be consulted.

These National Principles will supersede existing collective agreements (i.e., Company Council and/or Local Representative) only where they contravene, restrict, or obstruct the specific implementation of the Workforce Changes set out in this document.

This Dispute Resolution Agreement sets out National Principles for application and implementation through the collective bargaining and consultation arrangements in each of the TOCs as appropriate to their business.

This Agreement is not intended to be legally enforceable either by or against any TOC, the TSSA or any employee of any TOC.

## COMMITMENTS

The TSSA's agreement to these National Principles allows for a TOC to give the following commitments, in return for the TSSA not (a) failing to agree or disputing the implementation of the TOC's Workforce Changes through the TOC's collective processes, or (b) taking any planned or future industrial action in response to the TOC's implementation of the Workforce Changes:

1. That there will be no compulsory redundancies of employees within the grades directly affected by the Workforce Changes (see Appendix 1) within that TOC from the date of this agreement until 1<sup>st</sup> April 2024.
2. That the TOC may implement the Workforce Changes as appropriate to their business, following their existing collective bargaining and consultation arrangements.
3. On the basis of this Agreement until 1<sup>st</sup> April 2024, TOCs will not propose further workforce reform measures beyond those specifically referenced for those grades directly affected by this agreement. For the avoidance of doubt this excludes proposals already agreed but not yet implemented, those already developed at the date of this agreement, plus normal 'business as usual' changes that may be required by both employer and staff representatives irrespective of whether they are affected by the Workforce Changes or not.
4. Subject to the implementation of the Workforce Changes as appropriate to a TOC's business, the TOC will implement the pay and conditions elements of this Agreement as set out in Appendix 2. The 1<sup>st</sup> year pay increase will be paid upon this Agreement being endorsed for each respective TOC. The 2<sup>nd</sup> year pay increase will be payable from the relevant TOC pay anniversary date subject to a jointly agreed implementation plan in each TOC being in place. The TOCs and TSSA representatives have equal responsibility to ensure this is in place

## NATIONAL PRINCIPLES

### **Stations Retailing & Stations Grades**

The TOCs propose to introduce changes to Stations Retailing and Stations Grades to create a new multi-skilled station grade which will update and revise all current station-based roles\*.

*\* TOCs could include gate-line and other revenue protection roles. Train dispatch competency is included in the multi skilled role but where these are dedicated roles TOCs may elect to retain these as separate roles. Where TOCs elect to retain these as separate roles the TSSA and TOC will discuss the rationale when agreeing the implementation plan as described in point 4 of the Commitments.*

## **Stations Retailing**

These proposals are intended to modernise the passenger retail arrangements at stations, and this is anticipated to incorporate the closure and re-purposing of the traditional ticket office facilities. Ticket offices will be repurposed to reflect the location and passenger requirements. This could include conversion to an alternative retail or commercial outlet, retention of staff accommodation or, for a designated number of stations, a passenger hub facility will be created to deal with passenger issues which has the capability to retail tickets where required.

The passenger hub facility reflects the complexity of the change for passengers with the network of hub stations resized in stages in line with passenger demand. The Ticketing and Settlement Agreement (TSA) Major Change Process will be followed.

It is recognised that more detailed information on the number and locations of hub stations together with timelines for the repurposing of ticket offices requires further discussions within each TOC in accordance with collective bargaining and consultation processes.

To progress these proposals, a TOC will: -

- (i) Consult with the TSSA under its normal procedural agreements on the application of these National Principles; and
- (ii) Carry out the statutory collective redundancy consultation process on changes to existing station employees in scope as necessary.
- (iii) TOCs envisage that changes to the provision and facilities of the station retail service will be implemented on a rolling basis.

Whilst the TSSA does not support the TOCs proposals to close or re-purpose ticket offices it recognises and acknowledges that the TOCs may conduct statutory public consultation and implement changes to ticket office provision, subject to complying with their respective collective bargaining arrangements and statutory collective redundancy consultation.

Any changes that the TOCs then propose to implement will be subject to complying with their respective collective bargaining arrangements and statutory collective redundancy consultation.

## **Stations Retailing and Stations Grades**

The TOCs also intend to implement as part of these proposals, changes to the deployment and utilisation of all other station-based staff working at their stations incorporating the use of existing and new technology/equipment.

The TSSA recognises that, where the outcome of the statutory consultation processes is such that a TOC decides there are changes to be implemented to retail facilities, provisions, and services at a station (including the potential closure and re-purposing of ticket offices) the following National Principles and undertakings that have been agreed will apply to those employees affected:

- A new multi-skilled station grade will be created to replace all existing station-based roles, accompanied by a new apprenticeship entry role with a structured career and salary progression for new entrants.
- This new grade will be supported by a competency framework and core principles which will be generically applied across TOCs to ensure a consistent customer experience. Each of the competency groupings (see Appendix 3) will have a negotiated salary within 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 as set out in Appendix 3.
- If an existing employee has a current salary that is higher than the agreed salary for their mapped competency grouping within the overall competency framework, the employee will have their salary protected on a personal basis for five years. Thereafter, any future pay increases applied as per future company pay agreements will comprise 50% consolidated into their basic salary and 50% paid as a taxable lump sum payment until such time as their personal salary and the agreed salary for the role are aligned.
- Where the agreed salary for their mapped competency grouping within the overall competency framework is higher than their current salary, an existing employee will adopt the agreed salary.
- Employees will be mapped to a competency grouping within the overall competency framework. If an employee reasonably declines an alternative role, be it permanent or short term as the reforms are implemented, they will be 'Displaced' and Used to Best Advantage ("UBA") until a suitable role can be found or the later of: -
  - (i) the exhaustion of a period of six months from their displacement date
  - (ii) 1<sup>st</sup> April 2024.

Displaced employees will be expected to be flexible on what role they are mapped into and on geographical location provided this is within reasonable travel distance of their current home location. If an employee unreasonably declines an offer of a suitable alternative role then their employment could be terminated. Any employee incurring additional travelling time will not in any circumstances be required to relocate their home.

### **On-Board Train-Crew Roles**

There are no proposed grading changes to existing On-Board Train Crew Roles, (as defined in Appendix 4), other than TOCs propose to introduce a new starter salary structure for new entrants to such roles. Following completion of training and attaining core competence there will be a three-stage annual salary progression of 70%, 80% and 90% respectively prior to attaining the full salary for the role.

Internal promotion appointments to On-Board Train Crew Roles will retain on a personal basis their current salary on appointment if their basic salary is higher than the trainee salary and/or staged annual salary progression rate. Thereafter, they will then receive the staged annual salary progression once this is higher than their personal salary rate.

The above salary progression does not apply to any existing employees in on-board train-crew roles at the date of this Agreement.

#### Method of Operation

The TOCs intention is that: -

- The default method of work for passenger trains is for the driver to be responsible for train dispatch both releasing and closing the doors on train where the equipment is provided and is working.
- Only where infrastructure and rolling stock capability will not allow drivers to control the releasing and closing of train doors will train dispatch require a second person onboard with the necessary competences to meet mandatory operational requirements.
- Where equipment is not provided to allow for drivers to dispatch the train alone then drivers will release the train doors and onboard staff will close the doors and dispatch the train. Train dispatch or platform support staff can be provided at busy locations and time of day dependent on dispatch risk assessments.
- Where the equipment for driver control of train dispatch is not working then on-board staff can be used to support dispatch and stations duties in line with competence.
- For Trains terminating at a station the on-board member of staff can check the train is clear of passengers and or dispatching the empty train if required.
- Where on-board staff are not currently required for train operations then these arrangements are to remain in place.
- For any new or extension/modification of existing schemes under which the default method of working is introduced then onboard member(s) of staff will be rostered to each service to provide customer service, revenue protection, and any other relevant associated duties to assist passengers.

- Where a rostered onboard member of staff is not available then cover will be sought from any other competent available person. Where such a person is not available either, then the train will be able to operate in passenger service and a competent person will be provided at the first suitable location en-route to avoid an unnecessary train cancellation and inconvenience to passengers.
- These arrangements are to operate during both normal and degraded working.

### **New Approved Codes of Practice for On-Board Train-Crew Roles**

Working arrangements are essential for the efficient, operationally robust and safe delivery of the train service whilst recognising the work-life balance needs of on-board employees.

The TOCs are proposing a National Framework on working arrangements for on-board train-crew roles that includes the identification of efficiency improvements through a set of principles that can provide greater consistency across all train operators, documented through new 'Approved Codes of Practice' (ACoPs). These are to be regarded as benchmark industry standards but where existing TOC specific working arrangements have already been agreed and which provide greater flexibility and efficiencies, they will not be superseded by these ACoPs.

These ACoPs will be subject to discussion within each TOC on their implementation and each of the Approved Codes of Practices (ACoP) are set out in Appendix 5: -

|              |              |
|--------------|--------------|
| Training     | Appendix 5.1 |
| Diagramming. | Appendix 5.2 |
| Rostering    | Appendix 5.3 |

### **7-Day Railway: to ensure robust coverage of Sunday Services**

The TOCs propose to establish a Sunday Commitment Protocol. This will mean that staff who are rostered to work a Sunday shift are committed and contractually required to work their shift where alternative competent staff cannot be identified to cover.

TSSA accepts the TOCs proposals for a robust system via a Sunday Commitment Protocol to deliver a 7-day railway and now commits to agreeing with each TOC a variation to the working arrangements of staff to give effect to the Principles of Sunday Commitment Protocol. Where Sundays are worked that are in addition to the basic average contracted working hours per week, they will continue to attract the current agreed TOC specific enhanced rate for both existing and new employees.

## Principles of Sunday Commitment Protocol

- Removal of reliance on voluntary overtime to resource Sundays and replacement with robust contractual commitment to work rostered shifts (both diagrams and spare turns as may be rostered to meet business needs) on Sundays under a 'Commitment to Work Sundays Protocol'.
- For the avoidance of doubt, where Sundays are not able to be included within the basic working week all future new entrants will be required to work their rostered Sunday shifts under this 'Commitment to Work Sunday Protocol'.
- Where Sundays are not incorporated into the basic working week any current agreed TOC Sunday premium enhancements will continue to be payable to both existing and new employees where any Sunday enhancements are payable in addition to working the average basic contracted working hours per week.
- 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 Protocol to seek an exemption from all future Sunday working by giving written notice to not work their Sunday turns. This will be 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.
- Where part-time or weekend only employees are recruited, Sunday enhancements will only be payable where the employee has worked the average basic contracted working hours per week of their grade.
- Where existing arrangements are already in place and in line with these principles, those arrangements will continue to operate. The current arrangements for job share applications will remain unaffected.

## Catering, Fleet & Administration Reorganisations

The TOCs will bring forward proposed reorganisations within Catering, Fleet & Administration, where appropriate which will be subject to consultation in accordance with the collective bargaining procedures within the respective TOCs. The TSSA acknowledges that reorganisation proposals tabled by the TOCs will aim to deliver: -

- The approach to the catering proposition across the rail industry varies significantly and on many lines of route is a loss-making activity. However, on some routes, particularly longer distance inter-city services, catering is valued by passengers, and it can significantly improve the customer experience. The impact of the pandemic has significantly changed passenger travel patterns and behaviours which necessitates a review of the catering proposition that is affordable and valued by passengers by being more closely aligned to passenger needs to include a review of: -

- 1<sup>st</sup> class catering provision on longer distance services.
- Standard class catering provision on services where there is sufficient passenger demand
- The implementation of administration re-organisations to deliver more streamlined processes.
- Fleet organisations that deliver improved availability and reliability of train fleets to meet passenger demands and expectations for a 7-day railway that may incorporate as appropriate: -
  - receiving, reviewing, updating and sign off of shift workloads;
  - downloading, analysing, checking and monitoring of electronic systems;
  - receiving, reading and acknowledgement of briefs, notes, bulletins and information;
  - electronic signing on and off duty
  - introduction of the movement of rolling stock within depot operating limits by designated engineering grades (for which an allowance will be payable).

### **Terms and Conditions**

The TOCs intend to propose a number of changes to terms and conditions and policies as summarised below. These will be subject to discussion within each TOC regarding their implementation. The TSSA agrees to discuss each of these proposals in good faith with each TOC which proposes them and where appropriate to agree with those TOCs any changes to employees' terms and conditions in order to give effect to the proposals summarised below.

#### **Flexible Working**

The use of part time contracts and effective use of flexible working rosters and patterns are to be encouraged that seek to balance meeting individual preferences with the needs of the business where this is feasible. This will support a more diverse workforce that more reflect the communities individual TOCs serve.

#### **New Technology/Equipment**

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. No new additional payments including any changes to incentive payments as applicable will be made for undertaking training, using past or new technology, automation, or associated changes to ways of working. e.g., use of body worn cameras, tablets, mobile phones, ticket examination/checking etc.

Where legacy payments are in place and being paid to an employee on a periodic basis these will continue to be made.



### Station Groups

To improve the effective deployment of station resources and ensure a staffing presence is offered to passengers where advertised, station-based employees working on stations will be allocated to a station group and may be required to book on and off at any locations within that station group to cover a rostered shift. Station groups will be determined by each individual TOC and will take into consideration the proximity of adjacent stations and shift patterns in determining these groups.

Where existing personal daily travelling allowance payments are being paid to an employee, i.e. General Purpose Relief (GPR) roles these will continue to apply until their expiry.

### Attendance Management

New Managing for Attendance procedure based on ACAS Guidance will be introduced to improve and simplify processes for supporting employees who are unable to attend for work due to sickness and to improve attendance levels. A TOC working group will be established with employers and TU representatives to discuss this new procedure which will incorporate the following principles: -

- Managing and supporting employees with irregular attendance to help them improve their attendance to an acceptable level
- Agreed trigger points to be used to monitor and identify employees whose attendance levels are a cause for concern
- 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
  - Where there is an improvement in attendance over the subsequent monitoring period the employee would revert to the previous stage of the procedure and where an employee demonstrates a sustained improvement over multiple monitoring periods they would be removed from the procedure
- Right of accompaniment at all formal stages

### Stood Off Arrangements

Where stood off arrangements are still in use within a TOC these will be jointly reviewed with the objective of updating, redefining and clarifying in the context of modern working practices and current legislation.

### Annual Leave Entitlement

Bank and Public Holidays will be a normal working day ensuring a standard approach and improved operational resilience across the industry.

Employees will be required to take a day's Holiday from their personal entitlement if the 25<sup>th</sup> or 26<sup>th</sup> December falls on a rostered working day and they are not required for duty. Enhancements for working on these dates will continue to apply.

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

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.

Existing additional leave entitlements relating to completed years' of service will continue to apply.

#### Sick Pay Arrangements

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

Except for the above, there will be no changes to current sick pay entitlements and qualifying periods for Company Sick Pay for existing employees.

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:

| <b>Service</b>     | <b>Company Sick Pay Entitlement</b> |
|--------------------|-------------------------------------|
| 0 to 6 months      | Zero                                |
| 6 months to 1 year | 6 weeks full / 6 weeks half pay     |
| 1 year to 3 years  | 12 weeks full / 12 weeks half pay   |
| 3 years to 5 years | 16 weeks full / 16 weeks half pay   |
| 5years plus        | 26 weeks full / 26 weeks half pay   |

#### Time off for company health appointments including screenings and for training/briefings

Where an employee is required to attend routine 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.

#### Review of former BR Conditions of Service

The former BR Conditions of Service books to be jointly reviewed with any former conditions of service that have not already been withdrawn or superseded to be rescinded unless they are agreed to be retained and updated to align with modern and more agile working practices.

#### **Employment Security**

Recognising the concerns over the risk of compulsory redundancies each TOC will agree in return for the TSSA honouring its commitments in this document (including but not limited to those commitments not to fail to agree and/or to dispute, or take planned or future industrial action in connection with any of the Workforce Change proposals in this Agreement), to a range of employment security measures to help support employees through this transitional period of workforce change as set out below: -

- There will be no compulsory redundancies of employees within the grades directly affected by these Workforce Changes in any of the TOCs listed in Appendix 1 from the date of this Agreement through to 1<sup>st</sup> April 2024.
- Redeployment – to allow opportunities for affected employees to move to a suitable alternative role through an agreed redeployment scheme.
- Re-skilling and re-training programmes – to support affected employees with attaining the necessary skills and competence to adapt to changes in existing roles and/or new roles to meet passenger expectations and encompass new technology development.
- Voluntary Redundancy Scheme (VRS) – offering the terms set out under the RIRG Enabling Framework Agreement in 2021, to allow affected employees the opportunity to leave the industry should they wish to apply to do so. Any decision to grant VRS will remain with the relevant employer.

## **Appendix 1**

The parties to this Dispute Resolution Agreement are: -

National Union of Rail Maritime and Transport Workers (TSSA)

Avanti West Coast

C2C

Chiltern Railways

Cross Country

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 Workforce Changes are: -**

All station-based grades

All on board grades including catering and train-crew

All administration grades

All Fleet & Engineering grades

## **Appendix 2**

A 2-year pay deal for 2022 and 2023 comprising: -

### Year 1

4% from the respective anniversary date of the train operating company

### Year 2

4% from the respective anniversary date of the train operating company

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## Appendix 4

On-Board Train-Crew roles are defined as: -

A Conductor (defined in the 1988 traincrew agreement also known as Guard, Train Manager and Senior Conductor) is a member of rail staff who undertakes customer service, supports accessibility need of customers, commercial duties such as checking and selling tickets, and who also has defined safety responsibilities for the train such as operating the doors in normal and or degraded mode.

A Metro Guard (formally a Trainman G in the 1988 traincrew agreement) is a member of rail staff who undertakes customer service, supports accessibility need of customers and who also has defined safety responsibilities for the train/its passengers in degraded mode.

An On-Board Supervisor or On-Board Manager is a member of rail staff who undertakes customer service, supports accessibility need of customers, and commercial duties such as checking tickets but does not have safety responsibility for the operation of the train

The following roles are not defined as On-Board Train Crew Roles

An Onboard host is member of rail staff who provided additional customer service including catering and supports accessibility need of customers.

Catering staff are members of rail staff who provided catering to customers via buffet, trolley and can include food preparation.

Revenue protection staff undertake spot check on tickets and can issue penalty notices for fare evasion

Sleeping car attendants

## Appendix 3 – Competency Groupings

### Stations Multi-Skilling

The table below represents the full range of competences within the new Stations Multi Skilling 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<br>Apprentice | Level 2 Competence<br>Grouping  | Level 3 Competence<br>Grouping  | Level 4 Competence<br>Grouping  | Level 5 Competence<br>Grouping         |
|----------------------------------|---|---|---|--|
| 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><b><u>LEVEL 4a</u></b><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><b><u>LEVEL 4b</u></b><br>PTI dispatch timetable duties | All levels plus Team Leadership skills |