

FINAL DRAFT PROPOSED MANAGEMENT FRAMEWORK AGREEMENT

TSSA and PASSENGER TRAIN OPERATORS – MANAGEMENT GRADES

INTRODUCTION

This Management Framework 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 regarding Management Grades.

The TSSA recognises that it represents some Management grade employees and that it has varying levels of recognition and therefore collective bargaining rights within a number of the TOCs listed within appendix 1. This agreement does not vary those collective bargaining rights nor extend those to all Management Grade employees.

This Management Framework Agreement summarises Workforce Changes anticipated by the TOCs within Management Grades 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 Management Framework 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 (up until the 2024 annual pay anniversary dates) and conditions and will entail the cessation of any future industrial action over these issues. Individual TOC annual pay negotiations will then next commence for the respective 2024 pay anniversary dates.

These National Principles on “Workforce Changes” set out in this 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.

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

This 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 this framework allows for a TOC to give the following commitments, subject to 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 the TOC may implement the Workforce Changes within Management Grades as appropriate to their business, following their existing collective bargaining and consultation arrangements, where required and /or appropriate
2. 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 1st year pay increase will be paid upon this Agreement being endorsed for each respective TOC. The 2nd year pay increase will be payable from the relevant TOC pay anniversary date and, where TSSA have collective bargaining rights a jointly agreed implementation plan being in place relating to those specific bargaining groups. Where applicable, the TOCs and TSSA representatives have equal responsibility to ensure this is in place.
3. That the TOC implement the Voluntary Redundancy Scheme (VRS) – to allow Management Grade 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.

Workforce Changes

Principles of Sunday Commitment Protocol

This is applicable where Management Grade employees are rostered on Sundays without an existing commitment to work 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.

Training and Briefing

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

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

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

Applicable where Management Grade employees and rostered to work patterns.

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.

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

Applicable where Stood Off arrangements remain in place for Management Grade employees.

Where stood off arrangements are still in use within a TOC these will be jointly reviewed including duration with the objective of updating and redefining them in the context of modern working practices and current legislation. This is to include clarifying the utilisation and types of alternative work that may be offered to employees under these arrangements.

Annual Leave Entitlement

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

Unless expressly referenced in existing agreements as additional days leave, employees will be required to take a day's Holiday from their personal entitlement if the 25th or 26th 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: -

Service	Company Sick Pay Entitlement
0 to 6 months	Zero
6 months to 1 year	3 weeks full / 3 weeks half pay
1 year to 2 years	6 weeks full/6 weeks half pay
2 years to 3 years	12 weeks full / 12 weeks half pay
3 years to 5 years	16 weeks full/16 weeks
5 years 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 / working day 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

Applicable where these remain in place for Management Grade employees.

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.

Restructuring and Reorganisations

Each of the TOC's detailed in appendix 1 may propose to implement organisational change within Management Grades. The changes will vary within each TOC and may include:

1. The implementation of management reorganisations and restructuring (which may include but is not limited to headcount reduction as determined by individual TOCs).
2. The implementation of a more streamlined organisation structure
3. Changes to specific roles and reallocation of responsibilities
4. Potential removal of specific roles and
5. Potential creation of new roles

To progress these proposals, a TOC will: -

- (i) Consult with the TSSA, where collective bargaining is in place, under its normal procedural agreements.
- (ii) Where collective bargaining with the TSSA is not in place, advise the TSSA of any proposals, and:
- (iii) Where required, ensure that employee representatives are in place and consulted or that employees are consulted in line with the ACAS code of practice; and,
- (iv) Carry out the statutory collective redundancy consultation process on changes to existing Management employees in scope as and where necessary.
- (v) TOCs envisage that changes to Management Grades employees will be implemented on a phased basis, dependant on the level of change proposed.

Employment Security

Recognising the concerns over the employment security concerns of managers 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: -

- Redeployment – to allow opportunities for affected managers to move to a suitable alternative role.
- Re-skilling and re-training programmes – to support affected managers with attaining the necessary skills and competence to adapt to changes in existing roles and/or new roles.
- Voluntary Redundancy Scheme (VRS) – offering the terms set out under the RIRG Enabling Framework Agreement in 2021, to allow affected managers 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.
- Ensuring any potentially displaced managers are prioritised where suitable vacancies and role opportunities arise as a result of managers leaving via VRS or new or revised positions created as a result of any changes progressed. The TOC's may, where appropriate elect to 'close list' such vacancies on a case-by-case basis.

This may include, where appropriate:

Advertising any management vacancies on an internal (to the TOC) basis only in the first instance to facilitate the potential redeployment of existing employees as a priority, prior to seeking any external (to the TOC) applications.

When TOC's are developing proposals regarding Management restructures, reorganisations and role changes they will consider, where it is appropriate, to implement a recruitment 'freeze' within specific areas / departments to facilitate the potential redeployment of displaced employees.

- When TOCs are considering redeployment, where the potential suitable alternative employment roles job description represents most of the content of the employee's current role and job description the employee will be identified to that role. In circumstances where multiple employees are identified to roles, in excess of the number of roles available, an alternative selection process would apply based on the point below.
- The TOCs, when assessing existing employees for redeployment and for alternative employment to potential vacancies will apply a structured interview process as the principal selection criteria. Each TOC will determine this structured interview process based on the key requirements of the role. Each employee undertaking this process will be fully briefed on the process being followed and its requirements. Where appropriate, consideration will be given to assisting employees to prepare for role applications and for their interviews.
- Where suitable alternative employment is applicable for an existing employee, and the employee has a current salary that is higher than the agreed salary range for the proposed role the employee will have their salary protected on a personal basis for 2 years; subject to this protected salary reducing to the point of the agreed salary for the new role on the following basis:

after 6 months reduction to 75% of the difference,
after 12 months reduction to 50% of the difference,
after 18 months reduction to 25% of the difference, prior to moving to the new salary at the 2 year point.

Where an employees current salary falls within the salary range of the proposed role the current salary will be retained.

- Where an employee has been redeployed to an alternative role and during the 2 year salary protection period a vacancy subsequently arises in a role equivalent to their former role, the employee will considered for prioritisation for that role.

Appendix 1

The parties to this Dispute Resolution Agreement are: -

Transport Salaried Staff Association (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 scope of this agreement:

- All employees designated and employed within the TOC's as detailed above, for which TSSA has collective bargaining rights, as Management Grade employees.

Appendix 2

A 2-year pay deal for 2022 and 2023 applicable to all employees normally covered under management grades, comprising: -

Year 1

5.0% from the respective anniversary date of the train operating company, Subject to:

1. a minimum increase of £1,750 whichever is the greater; and,
2. a maximum increase of £5,000

Year 2

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