

## **Dispute Offers Clarifications: Management Grades**

(see footnote for Controllers & Revenue Protection staff).

### **What is covered by the proposals?**

Only the specific proposals set out in the documents impact terms and conditions and collective agreements. Everything previously agreed within your company out with these principles and proposals is unaffected.

If the proposals do not mention any changes to specific terms and conditions, then these are unaffected and remain a matter for discussion via the individual TOC collective bargaining structure.

### **What happens if there is a disagreement about how the principles should be applied?**

In the event that a TOC seeks to misinterpret or misapply these principles, reference back to the national level can be invoked.

### **What would happen if the proposals are agreed or rejected?**

If the offers are accepted, matters would be taken forward in line with the stated principles within each TOC. Where TSSA is recognised then consultation/negotiation of the specified items would begin via the collective bargaining machinery in each TOC.

If the offers are rejected, we would need to secure a further mandate for industrial action via ballots and more industrial action, including strike action would be called.

Employers have indicated that they will initiate Schedule 17 consultations over closure of ticket offices in any case.

## **Pay Award**

A minimum of £1,750 pay award in year 1 for colleagues earning less than £35,000 per year. Backdated to the 2022 pay anniversary date and paid as a lump sum.

5% increase for colleagues earning above £35,000 per year, capped at a maximum of £5000 uplift. Backdated to the pay anniversary date and paid as a lump sum.

A 4% pay award to be paid for year 2 from the relevant pay anniversary date.

*NOTE: Pay anniversary dates vary dependant on grade.*

PRP / Bonus payments are not part of these proposals.

## **Sundays**

The commitment to work protocol is intended to be introduced where there is a current issue covering Sundays. If Sundays are adequately covered currently, then we would not expect any change.

Voluntary overtime on Sundays is purely a matter for each TOC.

Existing Sunday allowances are retained

Where you are not currently contracted to work Sundays, a contractual variation would have to be negotiated to enable you to work Sundays. This is not specified in the proposal.

## **Annual Leave**

This proposal is not intended to reduce current contractual annual leave entitlement for existing employees.

The proposed standard for new starters is 5 weeks and 8 days (*this will need to be clarified in days and hours for consistency*). Therefore, we would not expect to see existing employees have less.

## **Xmas working & Bank Holidays**

You will only have to take annual leave if rostered to work and not required. If 25/26 Dec falls on a rest day then no change. For non-rostered staff then it would be annual leave. Any additional payments agreed within each TOC will continue.

The definition of bank holidays as normal working days is intended to facilitate the 24/7 railway not force people to work bank holidays unnecessarily.

Comp/Lieu leave – this would have to be examined on a TOC by TOC basis

## **Employment Security**

The Voluntary Severance offer will be the RIRG offer from 2021.

Anyone may apply, although it will be at employer discretion if accepted.

The VR scheme will be open for the duration of the workforce changes and 3 months notice will be given before it closes.

Where an alternative role matches the majority of your existing role, then you can be mapped into that role. In this instance, the expectation is the salary would be at the same level.

Salary protection would only apply if you wished to accept an alternative role that was lower paid. You may reasonably decline an alternative based on salary (see below). This is a protection for members not a pay cutting clause.

If contractual entitlement to salary protection is greater than that specified, then this will be dealt with on a case by case basis.

Suitable alternative employment is defined in law - salary, location, status, hours – this will apply.

The salary range for the new role is NOT the band, it is the specific salary or range of salaries for that specific job.

Where TSSA is recognised there will be full redundancy consultation with TOC reps as per our agreements. Only roles consulted out are redundant. Roles vacated due to Voluntary Severance will either be consulted out or made available for redeployment. This will form part of the consultation process in each TOC.

Where TSSA is not recognised, statutory consultation over redundancies still has to occur. TSSA will support our members fully as individuals and collectively as appropriate.

## **Allowances & O/T**

The proposals are silent on allowances and overtime. Therefore any changes would have to be proposed and agreed within each TOC as they are now. We could propose improved allowances for existing and new staff.

## **Sickness Management**

Existing sick pay arrangements remain in place for current staff with the exception of a blanket introduction of a rolling 12 month period.

Current rights to representation are unaffected.

Consideration of disabilities is required by law. Any new policy would have to include how illnesses such as cancer would be managed.

We would have to negotiate a new policy nationally – the detail of which would be subject to further discussions.

## **BR Conditions of Service**

This is purely a review without any commitment to agree any changes.

## **Control & Revenue Protection**

### **No Compulsory Redundancies**

All Controllers and Revenue Protection staff are covered by the NCR deal outlined in the General Grades document if affected by the workforce changes. This includes Controllers and RP staff on management contracts.

**Relevant section from the General Grades document reads...**

### **“Employment Security**

No compulsory redundancies for those affected by the workforce changes until 31 December 2024 or 6 months from date of displacement whichever is the later.”

### **New starter contracts**

It is not anticipated that this proposal would alter new starter contracts other than where expressly stated (e.g., in new station grades and for annual leave, sick pay etc). Other negotiated arrangements would continue to apply unless varied by agreement between us and the TOC.

**To see the offer in full please see TSSA website – NB. You will be required to log into MyTSSA to view.**