

Wales and Borders Trains

Collective Agreements

As at November 2002

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Introduction

Parties

The parties to this agreement are Wales and Borders Trains, the “Company”, The Associated Society of Locomotive Engineers and Firemen (ASLEF), the National Union of Rail, Maritime and Transport Workers, TSSA and Amicus, the “Trade Unions”

Commitment

The Company, Trade Union(s) and employees are agreed that their relationship will be built upon the foundations of open communication, trust and mutual respect.

The parties to this agreement are the Company and the recognised Trade Union(s) acting on behalf of the employees.

The agreement covers all the Company’s employees.

Fundamental Principles

The parties to this agreement believe in the following fundamental principles:-

- ◆ We must all work for the success of the Company as our performance will determine the level of security, pay and benefits enjoyed by the staff.
- ◆ Our success depends on working together to satisfy our customers by achieving improvements in the quality, cost and delivery of our service.
- ◆ We agree that the best way to deliver improved service is to employ a well trained, competent, flexible and motivated workforce.
- ◆ We recognise that a well-motivated workforce requires high levels of trust and involvement within the enterprise.
- ◆ Trust is created in an open and constructive environment. We must deal with reality, communicate with honesty and be reliable by honouring our commitments.
- ◆ We will respect the legitimate interests of each of the parties to the agreement.
- ◆ We will seek ways to share any success resulting from improved performance.

Communications

The parties recognise that open and transparent communications have a critical effect on the employee relations climate. Policies and procedures will be developed to ensure that:-

- ◆ All the workforce have regular updates on the performance of the business through various communication channels.
- ◆ A full explanation of the reasons for proposed change is given before any change is effected. Dialogue will be held with a view to gaining agreement on the issues involved.
- ◆ All parties will adopt a problem solving approach when addressing areas of difficulty for the business.
- ◆ Each person's views and opinions will be treated with respect.

Supporting our Agreements

All parties to the agreements will support the development and training of staff and management representatives to understand their roles and the spirit of the agreements. Training programmes will be developed to allow for joint training of management and staff representatives in the handling of employment relations procedures.

Collective Bargaining Procedure

1. Parties

The parties to this Agreement are Wales and Borders Trains, the "Company" and the National Union of Rail, Maritime and Transport Workers RMT, the "Trade Union".

2. Scope

This procedure covers all employees of the Company whose terms and conditions are regulated by joint agreements with:-

ASLEF and RMT in the Driving grades
RMT for Guards, Conductors and ATE's
RMT for Rail Operators
RMT and TSSA for Clerical and Administrative grades
RMT and Amicus for Fleet personnel

3. Purpose

The procedure provides for collective bargaining and participation at Company level and for representation and local negotiation within the policies and procedures agreed at Company Council level. It also provides for collective issues to be addressed and resolved at the lowest level at which the necessary autonomy exists. Matters relating to individuals are dealt with under the separate grievance, disciplinary, attendance, performance and other procedures as described in the employees' handbook.

The parties to this Agreement accept that they have joint responsibility to ensure that the acceptance of appropriate proposals is not unreasonably withheld and, once questions or matters have been resolved, to take all reasonable steps to ensure successful implementation. They further accept that differences and disputes will be handled within the appropriate agreed procedures. No form of industrial action will be undertaken until procedures have been exhausted. Every endeavour will be made by the Trade Unions and the Company to jointly resolve matters through the procedures contained within this agreement.

4. Structure

There are three possible levels of bargaining within the Company:-

- A Local Representative Committee
- B An 'all employee' Company Council dealing with global issues and separate Company Councils for:
 - Drivers represented by ASLEF and RMT
 - Guards/Conductors represented by RMT
 - Rail Operators represented by RMT
 - Clerical Staff represented by RMT and TSSA
 - Fleet represented by RMT and Amicus

dealing with grade specific issues.

- C Any issues unresolved at level B could be referred to a meeting of the Managing Director and delegated Company representatives along with the Trade Union(s) Full Time Officers and/or Executive Committee members

The staffs' side representatives may be assisted by an appropriate full time paid trade union official:

1. If they so request
2. If the employer's side requests
3. If the trade union representing the majority of staff who are trade union members within the constituency/constituencies concerned so requests
4. if trade unions representing minorities of staff who are trade union members within the constituency/constituencies concerned so request

5. Company Council Level

A team of senior managers nominated by the Managing Director will meet with the Full Time Officers of the Trade Unions and/or Executive Committee members and employee representatives on at least a quarterly basis.

Grade specific Company Councils can be convened within 14 days of a request from the Company or the Trade Union(s), which is accompanied by agenda items

These Councils will bargain on substantive issues including the following:-

- ◆ Pay and Conditions including pensions (with the involvement of the Full Time Official and/or Executive Committee member)
- ◆ Policies and Procedures
- ◆ Job Descriptions
- ◆ Hours of Work, work content and practices, Disciplinary procedure, Training, Welfare arrangements, Leave entitlement, Equal Opportunities and Travel Arrangements
- ◆ Arrangements for Local Representation
- ◆ Self Development
- ◆ Promotion, Transfer, Redundancy and Resettlement arrangements

The Council is also the forum for the discussion of Company wide plans and strategy for inclusive involvement in strategic level decision and policy making. The Council will deal with any matters that have failed to be resolved at local level.

Management representatives will be at the appropriate level to make decisions and will provide the Chairperson and Secretary at Company level. Employees will also notify the Company of their Chairperson and Secretary for the purposes of communication. The total number of management representatives will not exceed that of union representatives at either level. This does not preclude the co-opting of specialists by the Company or Trade Union(s) as appropriate.

The Trade Union(s) and the Company will determine the constituencies for employee representation on the Company Council.

6. Local Level Representation

At local level the number and constituencies of representatives will be as determined from time to time by the Company Council. Representatives will meet with appropriate local Managers as and when required, and normally within 14 days of a reasonable request from the manager or representatives accompanied by agenda items. This does not preclude issues from being discussed as and when they arise.

Local level committees may not dilute, change or ignore decisions of the Company Council. They may only interpret Company Council decisions to fit local circumstances and needs. They will also discuss and resolve issues of purely local concern which have no implications on other areas or contradict Company Council determinations.

The subjects for discussion between the local manager and representatives will be:-

- ◆ Implementation of agreements reached at Company Council
- ◆ The arrangements of working hours
- ◆ Local performance and business developments
- ◆ Revised working methods and arrangements
- ◆ Re-organisations within the area of local managerial control; the local effects of wider re-organisations
- ◆ Accommodation and welfare

Inability to resolve matters at this level shall be recorded and referred by either a manager or representatives to the Company Council within seven days.

7. Agenda and Minutes

Formal meetings at both levels will have written agendas circulated 5 days in advance of the meeting. Minutes and decisions will be circulated within 14 days of the meeting to all participants. Originators will be asked to explain agenda items prior to circulation, if necessary, for clarification.

8. Employee Representatives

The Trade Union(s) will be responsible for the nomination of employee representatives. For its part, the Company will not withhold recognition or the normal facilities to carry out Trade Union duties and activities as defined from time to time by ACAS or its successors. This includes time for appropriate training, access to typing, stationery, communications facilities, appropriate documentation or other reasonable office services.

Where doubt exists as to what facilities are appropriate, the issue will be referred to the HR Director and the Full Time Official and/or an Executive Committee member for resolution.

An employee standing as a local representative must be working in the constituency, have at least six months service and be nominated by six similarly qualified employees and supported by the Trade Union(s). (This does not apply at the start of a new Company)

An employee standing for the Company Council must have at least 12 months service and be nominated formally by the Trade Unions(s). If elections are necessary the Trade Union(s) will conduct them. Representatives will hold office for a three year period and be eligible for re-election. The Trade Union(s) will nominate a person to fill any casual vacancies.

The Trade Union(s) will undertake to advise the Company of the appointment of representatives to ensure that the necessary accreditation is recorded.

9. Procedure for Avoidance of Disputes

Every effort will be made to resolve issues at local level or failing that by referral to Company Council, without undue delay. Issues which can not be resolved at Company Council may be considered by appropriate Directors and Full Time Official and/or Executive Committee member. No industrial action will occur while issues are being considered in the above process.

10. Trade Union Activities

Examples of the circumstances for which time off for trade union activities will be granted are as follows:-

Acting as a representative in a meeting of an official policy making body of the union such as the Executive Committee or annual conference	Yes*
Acting as a representative on external bodies such as the boards of training and enterprise councils	Yes
For voting in a trade union election	Yes
Meetings of trade union members excluding branch meetings	Yes
Industrial action internal or external to railways	No

* Amount of leave necessary to be confirmed with Trade Union Headquarters and the appropriate Director.

11. Trade Union Duties

Examples of the circumstances for which time off for trade union duties will be granted with pay:-

	<i>Trade union employee representatives as defined in collective bargaining</i>	<i>Trade Union representatives who have no locus within collective bargaining procedures but might act as spokesperson/representative of trade union members</i>
Joint meetings/inquiries	Yes	Yes
Preliminary employee representative discussions prior to or following joint meetings	Yes	No
Consultation with employee representative at higher or lower level of collective bargaining procedure on matters directly affecting them	Yes	No

Consultation with employees prior to or following joint meetings	Yes	No
Interviews with/acting as advocate, representative or witness on behalf of fellow employee at disciplinary hearing or in connection with an individual grievance or other agreed procedure	Yes	Yes (provided the employee is not a full time paid Trade Union official)
Acting on behalf of a fellow employee before an outside official body, such as an Employment Tribunal, which is dealing with an industrial relations matter concerning the Company	Yes	Yes (provided the employee is not a full time paid Trade Union official)
Facility for explaining the role of the Trade Union(s) to new employees	Yes	Yes (provided the employee is not a full time paid Trade Union official)
Arrangements for the election of union representatives	Yes	Yes (provided the employee is not a full time paid Trade Union official)

Procedure for dealing with matters relating to HEALTH & SAFETY AT WORK

PARTIES

The parties to this Agreement are Wales and Borders Trains, the "Company", the Associated Society of Locomotive Engineers and Firemen (ASLEF), the National Union of Rail, Maritime and Transport Workers, TSSA and Amicus, "Trade Unions".

1. GENERAL

- 1.1 This document sets out the procedure for dealing with matters relating to health and safety at work in accordance with Health and Safety at Work , etc. Act 1974.
- 1.2 Reference throughout this procedure to "the Regulations" means the Safety Representatives and Safety Committees Regulations, 1977, together with the associated Code of Practice and Guidance Notes as amended by the Management of Health and Safety at Work Regulations 1992 and the Health & Safety (consultations with employees) Regulations 1996.
- 1.3 The Code of Practice on the notification to Safety Representatives of accidents to members of staff, dangerous occurrences and arrangements for inspections is set out in the Appendix.

2. SCOPE

This procedure applies to all employees in the following grades:

3. PRINCIPLES

- 3.1 All parties involved in this procedure recognise the paramount importance of health and safety at work. Improvements in health and safety performance can only be achieved if there is full commitment from all staff and managers. Safety representatives and the safety committee/council structure have vital roles to play in developing this commitment at all levels.
- 3.2 Members of staff will be positively encouraged to bring to the attention of managers issues affecting safety at work; they should do this as soon as they become aware of a problem. To achieve maximum involvement in safety, especially at local level, managers will discuss safety matters with their staff on a regular basis. These arrangements are supplementary to the functions of safety representatives as set out in the Regulations.
- 3.3 It is a fundamental principle of this Agreement that Health and Safety matters must be resolved at the lowest level consistent with autonomy and accountability. Every effort is to be taken to ensure that matters raised at the local level are resolved at that level. Only those issues that can not be resolved should be settled at company level. Representatives and Managers should not delay resolution by tabling issues for future Joint Safety Committee meetings.

4. PURPOSE

The purpose of this procedure is:-

- 4.1 To ensure the effective discharge of statutory duties related to health and safety at work.
- 4.2 To ensure that there are sound arrangements in place to discuss and resolve such matters.

4.3 To encourage the appointment and work of safety representatives and the participation of all staff in the continuing improvement of health and safety for staff, customers and the general public.

5. APPOINTMENT OF REPRESENTATIVES

5.1 Safety Representatives must normally have been

- i) employed by the Company for at least two years **or**
- ii) employed for at least 6 months and have had at least 2 years experience in similar employment to that of the staff they are to represent.
- iii) Safety representatives may only be appointed with less than two years experience in accordance with the guidance of the Regulations.
- iv) Safety Representatives may also be local level representatives.

5.2 If there is a disagreement on the number of representatives, this matter shall be the subject of discussion between the Company and the Full Time Officer or EC member.

5.3 If an appointed safety representative is not available for an extended period, the Trade Union will treat this as a casual vacancy and make an appointment to cover the period of absence.

6. ROLE

The role of the safety representatives will be as set out in the Regulations.

7. INSPECTIONS

7.1 Subject to giving reasonable notice to the lead manager and securing release from normal duties, the safety representative shall be entitled to inspect and take copies of any document relevant to the workplace of those he/she represents which the Company is required to keep, except as stated in the Regulations.

7.2 Programmes for the inspection of the workplace, or part of it, in accordance with the Regulations, will be agreed between the local manager and the safety representatives concerned at the commencement of each year. In the event of a failure to agree a programme of inspections, the safety representative may refer the matter to his/her trade union.

7.3 In the case of safety representatives representing staff engaged on the running lines, the boundary of the workplace area to be covered by each safety representative for programmes of inspection will be agreed between the local manager and the trade union concerned.

7.4 Special attention is to be given to ensuring that all the places at which staff represented by the safety representative are likely to work are covered for the purposes of the Regulations. In the event of a safety representative identifying a safety problem in an area other than that for which he/she is appointed, he/she may raise the matter with the responsible local manager. This will not affect the arrangements for agreeing boundaries and inspections set out in paragraphs 7.2 and 7.3.

7.5 Where staff engaged in their work are involved in a notifiable accident or dangerous occurrence or a notifiable disease has been contracted, safety representatives for the staff concerned may carry out inspections in accordance with the Regulations.

7.6 An adequate supply of Form A (safety representatives: inspection form) and Form B (safety representatives: report form) will be available for the use of safety representatives. A copy of each completed form will be retained by the safety representative concerned for their files and submitted to the line or local manager.

7.7 Subject to local availability, management will provide safety representatives with accommodation, and office facilities as necessary including access to telephone, word processor, photocopier, printer and notice boards.

8. TIME OFF

8.1 Safety representatives will be given time off with pay, in accordance with the Regulations:-

8.1.1 to discharge their functions

8.1.2 to attend such courses on health and safety at work matters related to their function as are agreed to be reasonable.

8.1.3 To be reimbursed reasonable expenses whilst training against submitted VAT receipts.

9. MEETINGS

9.1 Normal meetings between local managers and one or more safety representatives will take place within seven days of a request for a meeting.

9.2 Emergency meetings will be held on request to discuss matters considered by the safety representatives concerned to constitute a serious hazard to health and safety at work.

9.3 Matters raised by safety representatives or union representatives between meetings shall be reported to the next regular meeting.

9.4 Copies of the minutes will be posted on the safety representatives' notice board and filed in the safety library. Draft minutes will be produced within 14 days of each meeting and agreed within 28 days.

10. REPORTS

10.1 Safety issues requiring corrective action will be reported by safety representatives on Form B (safety representatives: report form). If the need for corrective action is urgent, the matter may be reported orally in the first instance, Form B being submitted as soon as possible thereafter.

10.2 In the event of an urgent safety problem not being resolved locally, the lead officer of the Trade Union may bring it to the attention of the Secretary of the Joint Safety Committee. This means of dealing with issues will be the exception rather than the norm.

10.3 Draft minutes will be issued within 14 days of each meeting, to be agreed within 28 days.

11. DIFFERENCES

11.1 If a matter is not resolved at local level it may be referred to the next higher level as follows:-

- a) if considered urgent, to the Director or his/her nominee
- b) if not considered urgent, to the secretary of the company joint safety committee

The matter may be so referred by either of the parties concerned or by the appropriate trade union.

12. JOINT SAFETY COMMITTEE

12.1 The Company shall have a Joint Safety Committee to consider Company wide policies and principles related to health and safety at work or matters that have been referred under paragraph 10.2.

- 12.2 The Joint Safety Committee shall be essentially proactive:
- a) Discussing and developing safety strategies and standards with the objective of promoting safety through co-operation between management and staff.
 - b) Monitoring the implementation and performance of safety policies.
 - c) Considering Company wide safety issues
 - d) Considering problems, which have been referred to the Secretary which can not be resolved.
- 12.3 The Joint Safety Committee shall take such actions as necessary to fulfil its role. This will include regular monitoring of safety performance by such indicators as fatalities, accident trends, signals passed at danger, wrong side failures, fires etc.; important matters arising from safety audits; direction of policy and specific initiatives to meet identified needs and to counteract adverse trends.
- 12.4 The Joint Safety Committee shall be comprised of:-
- a) The appropriate senior managers of the company. The chairman will normally be nominated by the Managing Director.
 - b) One full time official and/or Executive Committee member and/or one safety representative from the trade union.
- 12.5 Meetings will be held not less than four times a year. The agenda will be listed in two parts:
- | | |
|---------|-------------------|
| Part I | Safety policy |
| Part II | Specific problems |
- 12.6 The agenda will be agreed between the Secretary and the elected representatives and circulated normally at least 14 days prior to the meeting. Documents in support of Part 1 items must accompany the agenda.
- 12.7 Matters referred to under paragraph 11 shall be determined and finalised by the Joint Safety Committee.
- 12.8 The Secretary of the Joint Safety Committee will be appointed by the Company and will be empowered to discuss specific problems with appropriate managers and the trade unions, as necessary, and to resolve them, thus ensuring that their reference to the Joint Safety Committee will be the exception rather than the norm.

Procedure for Individual Grievances

SCOPE

This procedure applies to

AIMS

To provide a procedure to deal with individual employee grievances

To ensure that managers and employees are aware of their rights and obligations under this policy and that its application is conducted in a fair and reasonable manner.

To prevent conflict in the workplace.

To enable industrial relations difficulties to be resolved in a timely fashion at the appropriate level of supervision/management.

PURPOSE

1. It is expected that most problems concerning an individual employee and their employment with Wales and Borders Trains will be dealt with satisfactorily in the course of the normal working relationship between the employee concerned and their immediate supervisor.
2. The purpose of this procedure is to provide a framework for dealing promptly and fairly with problems, which have not been resolved within the normal working relationship. The objective is to settle the problem as near as possible to its origin.

PROCEDURE

Step I If an employee has a grievance regarding any matter affecting their employment and is unable to resolve it informally he/she will in the first instance raise it formally with his/her immediate supervisor/manager or, if he/she wishes, have it raised by the local representative or a fellow employee.

Step II If the employee is not satisfied by the outcome at Step I, the grievance may be raised with the appropriate next level manager either by the employee, or if he/she so wishes, by the local /company council representative or a fellow employee.

Step III If Step II fails to resolve the grievance, the employee may ask:-
a) a Company Council representative for their constituency; or
b) their Full Time Official and/or EC member; or
c) a fellow employee within the Company
to discuss their grievance with the appropriate director. This will be the final stage in the individual internal procedure. Some grievances may be pursued through processes external to the Company.

Notes: A record of each stage will be kept.

Grievances of a collective nature will not be eligible for discussion within this individual grievance procedure. Such cases will be handled via the collective bargaining procedure. If at any stage while considering issues under this procedure it becomes apparent that the matter is one of a collective nature then it shall no longer be considered under this procedure but shall be referred to the collective bargaining procedure. The matter will then be dealt with by the Company Council.

TIMESCALE FOR INDIVIDUAL GRIEVANCE HANDLING

- STEP I** Formal grievances to be presented in writing and acknowledged within 5 working days with a hearing arranged within 14 days after receipt of the grievance where practicable.
- STEP II** If not resolved at Step I a request to move to Step II must be made within 14 days. The employee must put the request in writing giving the grounds for moving to the next step. The request will be acknowledged within 5 days and a meeting will normally be arranged within 14 days of receipt of the request.
- STEP III** If not resolved at Step II a request to move to Step III must be made within 14 days. The employee must put the request in writing giving grounds for moving to the next step. The request will be acknowledged within 5 days and a meeting will normally be arranged within 14 days of the receipt of the request.

In the event of a grievance being rejected at Step I, the reasons for the rejection must be clearly outlined including references to agreements or procedures where appropriate. The basis of the grievance and reasons for rejections should remain consistent throughout the process. A copy of the written record of meetings should be given to the individual and their representatives.

Notes:-

All grievances will be processed through the procedure using standard documentation.

If at Step 3 a quarterly Company Council is imminent, the issue will be dealt with at the Council. Alternatively it will be dealt with by the appropriate Director and a Council member.

INDIVIDUAL GRIEVANCE PROCEDURE

This form is to be given or sent to the employee on the initiation of the grievance procedure.

The form must be completed and submitted to your Line Manager at the beginning of each stage of the procedure.

NAME: _____ GRADE: _____ LOCATION: _____

DETAILS OF CLAIM _____

STAGE 1

Representation	
I wish to be represented by: A. Myself B. A fellow employee C. Local Staff Representative	Name:..... Details.....

FOR OFFICE USE ONLY

	Outcome / Hearing Arrangements	Signed on behalf of:
DATE SUBMITTED\.....\.....	Details of Hearing.....	Representative:..... Hearing Officer:..... Personnel Department.....
DATE RECEIVED\.....\.....	Outcome.....	

STAGE 2

Representation	
I wish to be represented by: A. Myself B. A fellow employee C. Local Staff Representative D. Company Council Representative	Name:..... Details.....

FOR OFFICE USE ONLY

	Outcome / Hearing Arrangements	Signed on behalf of:
DATE SUBMITTED\.....\.....	Details of Hearing.....	Representative:..... Hearing Officer:..... Personnel Department.....
DATE RECEIVED\.....\.....	Outcome.....	

STAGE 3

Representation	
I wish to be represented by: A. A fellow employee B. A Company Council Representative C. My Full Time Trade Union Official	Name:..... Details.....

FOR OFFICE USE ONLY

	Outcome / Hearing Arrangements	Signed on behalf of:
DATE SUBMITTED\.....\.....	Details of Hearing.....	Representative:..... Hearing Officer:..... Personnel Department.....
DATE RECEIVED\.....\.....	Outcome.....	

At all stages copies to be forwarded to: Human Resources, Line Manager, Representative, P/File

Disciplinary Procedure

PURPOSE

To encourage improvement in individual conduct and performance and set out the action that will be taken when Company rules are breached or individual performance is unacceptable.

The Company is responsible for maintaining discipline and for ensuring that there are adequate disciplinary rules and procedures. We acknowledge the participation of the Trade Union in supporting the procedural arrangements for discipline, which will apply both fairly and consistently to all employees.

Principles

1. The procedure is designed to ensure that facts are established as quickly and accurately as possible. No disciplinary action will be taken without the facts having been established as fully as is possible.
2. Most alleged complaints and criticism of performance can be dealt with by counselling and guidance from the appropriate Line Manager. Such events if not re-occurrences will not be entered on your record.
3. If a more serious complaint arises you will be advised immediately that this issue is now in the disciplinary process. This will normally be within 3 working days of the event giving rise to the complaint (where reasonably practicable) and will state when and where any hearing will take place. (This will normally be within 10 working days where reasonably practicable). You should provide written acknowledgement of receipt of the letter (normally within 3 working days) and identify your representative and any witness for the hearing, to allow time for their availability. This does not preclude your representative requesting additional witnesses at the hearing. You will be permitted to be accompanied by a fellow employee or representative of your choice at any stage of the procedure. You and your representative will be given copies of notes of hearings and findings of investigations.
4. You will not be dismissed for a first breach of discipline or instance of unacceptable performance other than an instance of gross misconduct when you may be dismissed without notice or pay in lieu of notice.
5. You may appeal against any disciplinary action within 7 days of its imposition, in writing to your Line Manager.
6. Depending on the nature of any alleged breach you may enter any stage of the procedure without passing through the earlier steps described above.
7. For safety reasons only, any involvement in the formal disciplinary process will not take place immediately before or after a safety critical turn.
8. In cases in which disciplinary action is contemplated against an employee who is a Trade Union official or staff representative, no immediate action beyond a verbal warning will be taken until the circumstances have been discussed with the relevant Full Time Official and/or Executive Committee member. If the relevant Full Time Official is unavailable an alternative Full Time Official may be approached. The Union undertake to keep the Company advised on the identity of all its employees who are officials or staff representatives.
9. In cases where alleged misconduct has been put to an employee and if it is decided to take no further action the employee will be notified immediately, in writing.

10. Recognition will be given to an individual's status in other procedures eg. Specially monitored drivers, attendance management etc. Normally the procedures and the individual's situation within them will be applied separately.

PROCEDURE

Informal Counselling

In the course of the normal working relationship, initial occurrences of unacceptable behaviour or performance will be dealt with by informal counselling from your immediate supervisor. If, despite counselling, guidance, training and informal verbal cautions you fail to correct unacceptable behaviour or performance your supervisor may give you a formal verbal warning.

Formal Verbal Warning

This is the first stage in the disciplinary procedure which will be recorded. The recorded warning will define the offence or performance shortfall and outline the standards required as quantitatively as possible. You will be advised of your right to appeal. The warning will be removed from your record after 12 months acceptable conduct or performance.

First Written Warning

Repetition of an offence, or performance shortcomings within 12 months of a verbal warning may result in a further formal hearing and the issue of a First Written Warning. The warning will spell out the offence or performance shortfall and outline the standards required as quantitatively as possible. You will be advised that continued failure to improve, usually within a specified time will lead to a Final Written warning which could in turn lead to dismissal.

The warning will be time expired after 12 months but will remain on your file. You will be advised of your right to appeal.

Final Written Warning

If your conduct or performance remain unsatisfactory or if your misconduct is so serious as to merit a Final Warning, you will be required to attend a hearing with your Manager after which, if the allegations are borne out, you will receive a Final Written Warning. This warning will make it clear that a continuation of the performance or behaviour giving rise to the complaint or other serious misconduct, may result in dismissal.

It will be time expired from your record after 12 months but remain on file. You will be advised of your right to appeal.

Dismissal

You may be dismissed as a result of persistent failure to meet the required standards of conduct or performance or for instance(s) of gross misconduct.

Notifications and arrangements for this formal hearing will follow the same procedure as for a Final Written Warning. You will be reminded in writing of your right to be represented, to call witnesses and have time to prepare your case. A decision to dismiss or take other disciplinary action will always be confirmed in writing immediately after the hearing with reasons and a reminder of the right of appeal.

Other Penalties

Apart from Warnings and Dismissal the penalties of Transfer, Demotion or Suspension without pay may be imposed. Suspension without pay will be considered as equivalent to a Formal Warning and be time expired after 12 months. On rare occasions, some form of discipline short of final written warning and dismissal may be imposed at the first written warning stage.

Gross Misconduct

If after investigation and following the above procedure, you are considered to have committed gross misconduct you will normally be summarily dismissed without pay in lieu of notice. Examples of Gross Misconduct are (this list is not exhaustive):-

Theft

Fraud

Wilful damage to Company property

Falsification of Application Form or Company documents

Unauthorised use of Company assets including the Internet or intellectual property

Failure to undertake a reasonable management request

Fighting, assault on another person or scurrilous attacks on or personal abuse of another

Sexual or Racial Harassment

Failing to undertake a reasonable request to provide samples as required for Drug or Alcohol screening. Failing such a screening, Giving false samples or medical history.

Suspension with Pay

Normally during the investigation of an allegation of an incident of misconduct you will be suspended on basic pay until your case is heard and the decision reached at which point you will normally be dismissed without notice or pay in lieu of notice. The Company will aim to complete an investigation and hold a hearing within 10 working days (where reasonably practicable) of your being notified that a disciplinary action is contemplated.

You do, however, have the right of appeal after dismissal.

Appeals

You may appeal against any disciplinary action at any stage of the procedure in writing, within 7 days to the HR Director. The HR function will arrange for a senior manager or director, not previously involved, to hear your appeal and for the release of any fellow employees you may wish to call as witnesses.

In the case of dismissal, the HR Director and a Line Director will constitute the appeal panel. Decisions of the appeal panel will exhaust the internal procedure.

Copies of all notes of hearings and other relevant documents will, subject to your agreement, be provided to you and your representative.

Hearings will normally be held within 10 working days of an appeal being received, where reasonably practicable. In the event of an appeal succeeding any lost earnings may be re-imbursed.

Chain of Care and Support Procedure

SCOPE

These provisions and procedures are designed to support those employees involved in serious incidents. The Company supports the principle that employees should not suffer loss of earnings as a result of such an incident.

The arrangements cover any employees involved in an incident where there is a threat to the employee's own life or physical or emotional health in the course of their employment.

CHAIN OF CARE ARRANGEMENTS

This procedure is applied to all employees of the Company and is intended to ensure that every member of staff who is involved in a distressing incident, either at work or at home; for example suicides, vandalism, robbery, assault or injury, is given the opportunity to discuss the matter confidentially with a trained debriefer.

The procedure requires that the following chain of care be made available to any employee involved in an accident or incident:

- a) Immediate contact by a competent manager or supervisor to ascertain the employee's fitness to continue duty.
- b) Relief and transport home if necessary
- c) Debriefing by a qualified person within 24 hours of the event, arranged by the employee's line manager or supervisor. In all cases, access to an independent counsellor will be available and should be encouraged by the line manager or supervisor.

Staff who are experiencing ongoing emotional problems caused by an incident may be referred to the appropriate contracted Occupational Health service for assessment. If they require professional help, arrangements will be made for them.

PAYMENT ARRANGEMENTS

Employees who are authorised to take leave of absence within the scope of these arrangements will be paid based on the employee's average total earnings calculated for the preceding eight week period immediately prior to the incident.

These payment arrangements may also be applied to:

- i) Time off for counselling under the Company's policy
- ii) Staff assaulted in the course of their employment and required to attend court to act as witnesses at judicial proceedings on behalf of the Company

An individual involved in an incident, which triggers the Chain of Care process will fall into one of three categories:

- 1) After a period in Chain of Care, the individual is able to return to normal duties.
- 2) The individual is unable to resume their substantive duties but can undertake a different available role.

- 3) The individual will never be able to carry out their normal duties or any alternative available role.

The treatment applied in each case listed above will be different.

- 1) Whilst in the Chain of Care the individual will be paid at the average earnings rate for the 8 weeks preceding the incident.
- 2) The individual will initially be paid as above for a period of one year. After this, the rate of pay will progressively decrease over a period of 2 years to the substantive rate of pay for the role being carried out.
- 3) The individual will receive a termination payment of 2 years salary. (The individual may also retire under the terms of the proposed insurance scheme if this is implemented.)

In category 2 and 3 above, the treatment will be adopted as soon as a decision is reached and will replace the Company sick pay and Ill Health arrangements from the implementation date of each individual case.

Payments made to employees assaulted in the course of their employment will be made as a loan, which will be repayable to the Company. This is to the extent of any element for loss of earnings included in an award or damages or of compensation from the Criminal Injuries Compensation Board, or any other body set up for a similar purpose.

In appropriate cases, the Company will reimburse any solicitor's fee, which might be incurred by employees arising from personal assaults against them, which have occurred whilst on duty. Any assistance given in this respect will count against the employee's entitlement to legal aid and the employee is responsible for making his own arrangements for solicitors in these circumstances.

AUTHORISATION PROCEDURE

The responsibility for authorising payment under these arrangements rests with the HR Department and the Line Manager of the employee involved in the incident.

In reaching a decision, the manager will, where appropriate, and in conference with the HR Department, seek the advice of:

- i) The Company Occupational Health Service
- ii) An accredited incident counsellor who is counselling the employee
- iii) Any other specialist counsellor to whom the employee has been referred
- iv) The individual may be accompanied by a representative or colleague

It will be important for the manager to keep in contact regularly with the employee involved to check on progress and to ensure that the employee returns to work as early as possible. This check must be carried out at no more than four weekly intervals and ideally on a more regular basis.

Where an employee has received payments under these arrangements for four weeks, the Manager's superior will be required to authorise continued payment in line with guidance from the HR Department.

Where the Manager so requests, the employee must attend an examination by the Company Occupational Health Service.

The arrangements will be subject to review in any event in those cases where absence from duty exceeds 26 weeks.

Procedure for Dealing with a Challenge to an Instruction on Safety Grounds

PURPOSE

To provide a procedure that facilitates the resolution of issues where an employee wishes to challenge the legitimacy of an instruction from a Supervisor or Manager due to safety concerns. (This procedure relates to Business Standard WB/BS0901 *Refusal to Work on the Grounds of Safety.*)

Procedure

1. In the first instance the employee should cease work and then raise their concern with the Person in Charge, if possible at a 'face to face' meeting.
2. The Person in Charge will review the situation and respond to the employee by advising whether the system of work is confirmed as safe or needs to be adjusted. If the employee is not satisfied with the response, the Person in Charge will consult the local Manager.
3. The local Manager will review the situation and respond by advising whether the system of work is confirmed as safe or needs to be adjusted. If the employee is not satisfied with the response, the disputed system of work will not be used. A record of the disputed system will be made and referred to the senior Functional Safety Manager for review as soon as possible after the incident.
4. The senior Functional Safety Manager will hold a review of the incident involving representatives as appropriate before ruling on a safe system of work.

Notes:

It is not expected that this procedure will be used frequently or frivolously. Equally, issues must be properly and thoroughly explored, where real concerns exist.

Communications Policy

AIMS

To share information in a regular, effective and informative manner, resulting in full understanding.

PURPOSE

We recognise that all employees need regular information about the Industry, Company and developments in Performance. We will implement procedures that deliver this information in a timely, clear and concise manner.

Preferred channels of communication will be identified and their method of application clearly understood by all employees, ie.

- ◆ Business Briefings
- ◆ Person to Person Communication
- ◆ Written Communication
- ◆ Staff Representatives

Business Briefing

- ◆ Company Magazine/Journals
- ◆ Safety News
- ◆ Notice Boards
- ◆ Functional Newsletters
- ◆ Industry Publications

Person to Person Communication

- ◆ One to one meetings
- ◆ Team meetings
- ◆ Interpersonal walkabouts
- ◆ Open door surgeries
- ◆ Team Briefs
- ◆ Staff Forums

Written Communication

- ◆ Memos, letters, reports, statistics, faxes
- ◆ Posters
- ◆ Staff Suggestion Schemes
- ◆ Employee Surveys
- ◆ E-mail, Intranet, Electronic communication, Pagers

Staff Representatives

- ◆ Company Council
- ◆ Local Staff Representatives
- ◆ Health and Safety Representatives

Promotion, Transfer and Redundancy Procedure

Purpose

To provide a streamlined career structure staff that will facilitate an increased level of flexibility, whilst providing an opportunity for development through joint participation. Discussion will take place at Company Council level of the grade group in question, in relation to the promotion and transfer arrangements contained in this procedure. The career path for all grades will not be structured or defined and will be open to all, subject to the application of the criteria laid down in this procedure.

Scope

The procedure will apply to all staff. The promotional area will cover the whole Company.

Procedure

In line with our commitment to equal opportunities all vacancies within the Company will be open to all suitably qualified employees. There will be no restriction on promotion, provided that staff show the aptitude and attitude to acquire the necessary competencies, skills and standards to carry out the function.

The need for promotion to higher grades will be determined as vacancy opportunities are identified.

Vacancies within a particular group will be discussed in the appropriate Company Council. This procedure will be applied in a manner appropriate to the particular grade group, and in filling the vacancies the needs of the employees and the Company will be taken into account as follows.

Order of Filling (Drivers Only)

- Well being transfers
- Surplus staff re-deployed
- Lateral transfers
- Company vacancy list/external recruitment

Order of Filling (All non Driver Grades):

- Surplus staff re-deployed
- Well being transfers
- Lateral transfers
- Company vacancy list/ external recruitment

Criteria used:

- Attained competence
- Vocational qualifications
- Minimum qualifying service within the grade
- Performance indicators
- Seniority

The method for the selection and recruitment of staff is outlined in the Recruitment Policy.

1. Role of the Company Council

- 1.1 Maintain a register of lateral transfers
- 1.2 Discuss circumstances of medically restricted drivers and agree a course of action

- 1.3 Consider moves at management request into alternative positions
- 1.4 Consider requests for Well Being transfers
- 1.5 Consider mutual exchanges
- 1.6 Discuss lateral transfer requests and consequential vacancies where necessary
- 1.7 Review the Company manpower plan requirements for the following quarter based on agreed establishment/staffing levels
- 1.8 Depot/location creation

The above will form part of a standing agenda of items to be discussed at the agreed quarterly Company Council meetings and on an ad hoc basis, if required.

2. Promotion for Driver Grades

The three levels in the driver career structure will be:-

Trainee Driver
 Driver
 Driver Instructor

- 2.1 The need for promotion to higher grades will be determined as vacancy opportunities are identified.

3. Transfer Arrangements

- 3.1 Applications for the specified areas of transfer should be submitted in writing to the Human Resources Department and the Secretary of the Company Council. The HR Department will acknowledge applications within 3 days of receipt. All applications will be considered by the Company Council. Individuals requesting transfer must have a minimum qualifying period of service within their grade group (eg. for drivers - 2 years productive driving experience within the grade group at their existing depot) to be eligible. The recruiting Manager will have the opportunity to sit on Company Council meetings where issues that affect their area are being discussed.
- 3.2 Staff who meet the criteria of 3.1 may have one transfer within each grade group. A member of staff who registers a transfer and is subsequently promoted, will only be considered for transfer at the grade of the initial registration, unless otherwise agreed by the Company Council.
- 3.3 Specified areas of transfer are:-
 - 3.3.1 *Mutual Exchange*:- Applications will be considered for a mutual exchange of depots/locations from two individuals in the same grade group. Seniority will be that of the junior applicant for link seniority purposes (where a link system is in operation).
 - 3.3.2 *Lateral Transfer*:- Applications for transfer to an unadvertised vacancy within the grade group will be considered. In the event of more than one application within a particular grade to the same location, the order of transfer would be decided by the date of application.
 - 3.3.3 *Well Being Transfer (hardship, medical and welfare issues)*:- In most cases, applications for transfer where an individual's well being is of concern, will, as an exceptional circumstance, take precedence over all other specified transfer areas. Where necessary, the Company Council will seek expert advice and opinion when considering such circumstances.

4. Relocation/Redundancy Arrangements

In all redundancy situations, the Company will comply at all times with the current legislation and ACAS Codes of Practice or that of its successors.

- 4.1 Following a revised depot/location establishment being determined, which results in a surplus of staff, the following redundancy arrangements may be implemented, the application of which will be agreed at Company Council level.
- 4.2 For redundancy purposes, seniority within a group and location shall be based on the date an individual entered service. In cases of individuals having the same entered service date, the deciding factor shall be age.
- 4.3 At a depot/location where redundancy arises staff will be advised of all current vacancies and any vacancies proposed under a re-organisation. Where the number of applications outweigh vacancies, the suitable senior applicants will be appointed. Redundancy notices will be issued.
- 4.4 On the closure, merger, or a relocation of a depot/location, staff will be afforded the opportunity to follow their work where there are insufficient volunteers for vacancies created and, the new location of the work is within reasonable travelling distance. Reasonable being 30 minutes or 15 miles each way. Under these circumstances, a member of staff will not be required to travel more than 1 hour each way from their home to their place of work.
- 4.5 Where there is a requirement for a member of staff to voluntarily follow their work to facilitate the needs of the business and there is no reasonable public transport, then transport facilities will be provided where possible within 30 minutes either side of the turn of duty.
- 4.6 Staff, who are willing to use their own vehicles as a result of redundancy, will be paid a fuel allowance. This will be up to an additional 15 miles from the place of work at which they were made redundant and will be for a period of 5 years. This will not be payable where there are reasonable transport facilities available.
- 4.7 Where no staff parking is available at a depot/location to which an individual is transferred, alternative facilities will be considered.
- 4.8 No compulsory redundancy or relocation of staff will take place and any individual who has not been placed in accordance with this procedure will be regarded as having chosen to be redundant.
- 4.9 *Restoration to Grade:-* Any member of staff transferred to another grade through redundancy will be allocated the first suitable vacancy that becomes available at their original home depot or at a depot to which he or she can reasonably travel without relocation. This will be done on a basis of seniority and provided they have maintained all necessary competencies. The Company will make all reasonable efforts to assist in maintaining these competencies.
- 4.10 *Salary:-* If, when a comparable post at a surplus staff member's original depot/location becomes available, they choose not to return, then they will remain in the post to which transferred at an agreed level of salary, phasing will be applied to attain the substantive rate of the post held within 3 years.

5. Relocation Payments on Promotion and Voluntary Relocation

- 5.1 *Relocation:-* In cases where relocation is required, a relocation package of £..... will be paid. This will represent a 'one off' payment as a disturbance allowance (including support for fixtures, fittings, alterations to carpets, curtains etc). In addition, payment

- will be made for reimbursement of legal and agents fees and removal costs against copies of invoices.
- 5.2 *Rental/Lodging*:- Where an individual chooses to rent a property or lodge at the new location, an allowance will be paid. Suitable accommodation must be agreed by the Human Resources Director, before any contract is entered into. This will be paid on a monthly basis for a maximum of 6 months, after which time it will be reviewed at 3 monthly intervals.
 - 5.3 *Travel Facilities*:- All staff will be entitled to receive a Wales and Borders Trains Travel Pass that will enable them to travel on all Wales and Borders Services. In the event that this is not practicable, the granting of additional travel facilities would be solely at the discretion of the local manager in conjunction with the HR Department.
 - 5.4 In all instances where relocation is at the Company's instigation, any member of staff will be required to relocate to their new place of work within 12 calendar months of appointment. Any extension must be agreed by the HR Director. If a person chooses not to re-locate after this time, any relocation package paid as in clause 5.1 will be reclaimed by the Company.
 - 5.5 The total relocation package will be subject to current Inland Revenue taxation rules.
 - 5.6 The above payments will be reviewed annually on 1st January at a Company Council meeting.

Procedure for dealing with Sickness Absence

1. Purpose and Principles

The Company aims to minimise the level of absence in order to operate efficiently, whilst being a caring and compassionate employer

Each employee has a responsibility to attend work unless prevented from doing so by illness. Sickness absence must be notified by the prescribed method and certificates provided to cover sickness in accordance with Company rules.

Managers and supervisors are responsible for monitoring and managing absence, encouraging and promoting good attendance and for the maintenance of systems to minimise absence.

Return to work interviews must be carried out by managers and supervisors following any period of absence, to confirm that employees are medically fit for work and where appropriate to assist with any outstanding problems.

We will ensure that employees with diagnosed health conditions are supported and that all employees are treated fairly and consistently. Support will be sought from occupational health and welfare specialists as required.

The following procedures have been established within the ACAS guidelines.

2. Types of absence

Different procedures will be used to deal with each category of absence as follows:-

2.1 Long Term Absence Procedure

Prolonged or continuous absence due to a single illness or frequent spells of absence caused by a single underlying chronic illness.

2.2 Medium Term Absence Procedure

Frequent spells of absence caused by a variety of unconnected illnesses.

2.3 Short Term Absence

Frequent spells of absence of less than seven days duration, self certified and having a number of causes.

3. Long Term Absence Procedure

Any employee who is absent for a continuous long term period or a number of separate shorter periods, all due to a single underlying cause, will be subject to the following procedure. This procedure is intended to deal with chronic illness and not repeated bouts of minor illness.

In the case of prolonged absence the Company will keep in contact with the employee so that the likelihood of a return to work can be assessed. After the first four weeks of continuous absence the employee will be supported within the Long Term Sickness Procedure. He or she will be asked to have regular medical reviews so that the Company can receive a medical report advising of their progress and likelihood of return to work. These reviews may be with the employee's own doctor or if necessary a Company nominated Doctor. (The frequency of these reviews may vary according to the individual circumstances). Where necessary employees will be asked to give their permission for the Company nominated Doctor to discuss the case with their General Practitioner.

- 3.1 With the employee's permission, the Doctor will send a report to the HR Department after every review advising the employee's progress and likelihood of a return to work.

At some stage during an extended period of absence it may become clear that the employee is unlikely ever to be fit to perform his or her work, or may not be fit for such a long time that the interests of the business will suffer.

In these circumstances the Company will consult with the employee and point out as sympathetically as possible that the Company will not be able to let the period of absence continue indefinitely.

Further medical reviews will take place and if the medical advice confirms that an early return to work is unlikely then a meeting will be arranged with the employee to discuss any options available to resolve the situation.

- 3.2 If the medical evidence suggests that the employee may be capable of carrying out alternative duties whilst recovering from an illness then suitable work will be given if available. Similarly, if the medical advice shows that the employee should return to work permanently on alternative duties then this possibility will be investigated.
- 3.3 Where it is established that the employee is disabled within the meaning of the Disability Discrimination Act 1995, consideration will be given to whether any reasonable adjustment can be made to the workplace, if so the employee will be expected to return to work.
- 3.4 A meeting will be arranged for the employee, their Manager, a union representative and the Employment Relations Manager to investigate and agree practicable alternative ways of dealing with the situation. Options will include consideration of alternative duties and, if appropriate, whether the employee's employment should be terminated on the grounds of incapability through ill health. Consideration will be given to individual circumstances eg. previous record, length of service and whether company sick pay has been exhausted.

If the individual is unable to attend the meeting, then the decision at the meeting will be based on all the information that was available to the Company at the time. The outcome will be communicated by letter delivered in person by the HR Director, or his nominee, accompanied by a union representative.

- 3.5 In cases involving frequent short periods of absence for the same illness, if there is no improvement, the employee will be advised in writing that his or her level of absence will be reviewed on a monthly basis.

If the level of absence does not reduce to a viable level then the Company will arrange a meeting to review whether the employee's contract should be terminated on the grounds of incapability through ill health. The meeting will be attended by the individual, his or her Manager, the union representative and the Employment Relations Manager.

If the individual is unable to attend the meeting, consideration will be given to holding the meeting where the employee can be present. Then the decision of the meeting will be based on all the information that was available to the Company at the time. The outcome will be communicated by letter delivered in person by the HR Director or his nominee accompanied by a union representative.

If employment is terminated on the grounds of incapability through ill health, employees may appeal against the decision by writing to the HR Director, giving the reasons for the appeal. The appeal must be made within five working days.

When employment is terminated on then grounds of incapability through ill health the employee will receive in addition to any entitlement they may have under the Company's pension scheme.

4. Procedure in Operation

The Company will take into account the following criteria when operating this procedure:-

- ◆ Does the employee hold a key position?
- ◆ How important is it in the business interests of the Company to replace the employee?
- ◆ The length of service and age of the employee
- ◆ The full procedure may not be followed in every case depending on the specific nature of the illness and likelihood of recovery. Each case will be dealt with on its own particular merits.

Welfare visits to the individual's home may be arranged by prior agreement. Such visits will normally be carried out by Occupational Health personnel. If members of management undertake home visits they will be accompanied by a trade union representative. The purpose of these visits will be as follows:-

- ◆ To ascertain the nature of the health problem
- ◆ To offer support and counselling
- ◆ To monitor progress
- ◆ To assess rehabilitation and return

If any employee is a member of the Company Pension Scheme they may be eligible to apply for early Ill health retirement.

5. Medium Term Absence Procedure

A procedure involving an *Absence Review Committee* and *Advisory Letters* will be used where absence is caused by a variety of illnesses, or frequent spells of absence caused by non chronic illness.

- 5.1 At the end of each month all employees' records of attendance for the previous rolling 12 months will be checked to see whether there were 10 or more days made up of 2 or more spells of absence in that period.

These trigger levels will be reviewed on an annual basis by the Company and the TU representatives .

- 5.2 If an employee's record meets or exceeds the above standards, a check will be made to establish that the absences were due to more than one illness, or related spells of non-chronic illness.

Consideration will be given to the previous record, reasons for absence etc. Confirmed works accidents, hospitalisation (in patient or surgical operation) or a course of outpatient treatment, will be excluded.

The Absence Review Committee will then decide whether a first Advisory Letter should be sent to the employee. The letter will explain that the level of attendance is below the required standard and that every effort should be made to improve it.

- 5.3 After the first Advisory Letter has been sent, the employee's record of attendance will continue to be reviewed, only taking into account any absence occurring after the letter's date. This will be carried out on a monthly basis and if the record of attendance exceeds 10 days of absence in two or more spells within 12 months of the first Advisory letter then a review will take place. If these absences were for different illnesses then a second Advisory letter will be sent.

In addition there may be a requirement for the individual concerned to attend a medical review with either a Company nominated Doctor or their own GP.

The letter will also advise that all future attendance will be monitored and that if the record does not improve to a satisfactory level, then a formal meeting will be arranged to consider his or her continued employment.

- 5.4 If within twelve months of the second Advisory letter the employee's absence again falls below the acceptable level then a formal meeting will be arranged. When reviewing absence levels, only absences occurring after the date of the second Advisory letter will be considered. This meeting will review whether continued employment for that individual is appropriate.

The individual's Manager will conduct the meeting accompanied by the Employment Relations Manager and the employee will be required to attend with their union representative or a colleague.

- 5.5 If it is decided to terminate employment on the grounds of incapability due to ill health, an appeal may be lodged within five working days to the HR Director. A copy of the termination letter will be given to the union representative.

6. Short Spells of Absence

If an employee's record over a 12 month period includes a **discernible** pattern of absences of less than 5 days duration their record will be reviewed. The manager may then decide that this may not be considered as sickness absence and could be dealt with as a matter of conduct.

7. Absence Review Committee

An Absence Review Committee will meet on a monthly basis to review the records of those employees who exceed the nominated levels of absence. It will recommend which employees should received an Advisory Letter. The Committee will exercise its discretion when reviewing cases to ensure that fairness and consistency is achieved when sending advisory letters to employees. Guidelines will be established to assist the Committee in its deliberation. The Committee will be advised of the average levels of absence for the respective grade groups

for the purposes of comparison. The Committee will be chaired by the Employment Relations Manager, accompanied by nominated managers.

Notes:

This procedure will not deal with time off from work directly related to:-

Maternity Leave
Parental Leave
Adoption
Fostering
Bereavement
Work related injury
Chain of Care.

Procedure covering Sick Pay and reporting arrangements

1. Scope

All employees of Wales and Borders Trains are covered by these arrangements.

2. Sick Pay Arrangements

Company Sick pay will not be payable until 6 months of employment have been completed.

2.1 Staff absent due to sickness are to be paid from the first day of each absence subject to the following maximum periods of payment in each calendar year.

<i>Service</i>	<i>Maximum Period of Payment</i>	
	<i>Normal Benefit</i>	<i>Reduced Benefit</i>
6 months but less than 1 year	6 weeks	6 weeks
1 year but less than 5 years	16 weeks	16 weeks
5 years and over	26 weeks	26 weeks

2.2 Normal Benefit means benefit paid at a rate equal to the rate of the employee's normal basic salary less Statutory Sick Pay and National Insurance Benefit. No deduction will be made for National Insurance Benefit in respect of the first three days of absence unless such benefit is payable, or becomes payable retrospectively.

2.3 Reduced Benefit means benefit paid at a rate equal to half the rate of the employee's normal basic salary. The amount of reduced benefit will be restricted to ensure that the total of such payment, Statutory Sick Pay and National Insurance Benefit does not exceed the normal standard rate of pay.

2.4 Service means all continuous service with Wales and Borders Trains and its predecessors.

2.5 For the purpose of these sick pay arrangements, normal basic salary is to be regarded as the employee's current annual salary.

2.6 When an employee is on half pay, they will be sent a form SSP1 that will enable them to submit a claim to the Benefits Agency in relation to their reduced pay. The Company must be advised of any benefits received.

3. Calculation of Entitlement

3.1 The sick pay year will be from 1st January to 31st December and the maximum period of entitlement within any calendar year will be that shown in paragraph 2.2, according to service. Provided that continuous periods of absence will be treated as though the sum of the absence had occurred in the year in which the absence commenced.

3.2 The Company will consider individual cases where absence from duty caused by illness extends beyond the periods outlined in paragraph 2.2. They may, at their discretion and without prejudice, make additional payments in the light of the circumstances of each case.

3.3 Individual entitlement for duration of sick pay applicable at the start of a period of absence shall continue throughout that absence. An employee who exhausts their sick pay entitlement during a period of absence can not re-qualify for further sick pay during that absence.

- 3.4 An employee who is on half or nil sick pay and subsequently returns to work must complete a period of work of no less than 8 weeks in order to re-qualify for normal benefits. If they do not complete the required period they will return to the payment they were on immediately before their return to work.

4. Reduced Hours Contracts

Payment of sick pay to staff employed on reduced hours contracts will be on the same basis as set out in paragraph 2.

5. Sickness Reporting Instructions

- 5.1 If you are unable to report to work due to sickness or injury, you must immediately advise your Supervisor or Manager. If this is not possible you should contact the Control Office. Preferably, you should do this in person, if you are unable to do this due to incapacity, you should arrange for a friend or relative to do it for you. They should identify themselves when making the report.

You should identify the following, where possible, when making contact:-

- Reason for absence
 - Likely length of absence
 - Any medication or treatment that you have been prescribed
 - Your Name, Manager and Place of Work (if applicable)
 - If length of absence is not known, a reasonable agreed level of contact should be maintained with your Supervisor or Manager
- 5.2 Where the absence is between 1 and 7 days, inclusive of days not rostered for work, ie.rest days, free days, Saturdays and Sundays, you are required to complete the Company's Self Certification Sick Pay Claim Form on the day that you resume duty. This is regardless of whether you are entitled to Company Sick Pay or Statutory Sick Pay or have obtained a doctor's medical certificate.
- 5.3 Where the absence occurs on or during a Bank/Public Holiday, you will only be paid Company Sick Pay on production of a medical certificate signed by your doctor.
- 5.4 For absences extending into the eighth day and beyond, you must complete the Self Certification Claim Form and see your doctor to obtain a medical certificate. This should be completed and forwarded as soon as practicable to your Supervisor or Manager. Company Sick Pay or Statutory Sick Pay will not be paid for days in excess of seven days unless a medical certificate is obtained. The Company will reimburse any charges made by a doctor for supplying a medical certificate in connection with this procedure.
- 5.5 The nature of the sickness/injury shown on any Claim Form must be specific. It will not be acceptable for general terms such as 'sickness', 'accident' or 'unwell' to be used.
- 5.6 Employees reporting for duty following sickness absence must report by 12.00 hours the previous day or 12.00 hours on Saturday for Monday in order to obtain their rostered turn. Anyone reporting after these times may not be able to return to work on the specified shift.
- 5.7 Employees reporting fit for Sunday turns must report no later than 12.00 hours on the preceding Thursday. Anyone not reporting by this time or subject to medical examination will be credited with a turn owed.

Policy on Bullying and Harassment

1. Scope

This policy applies to all employees of Wales and Borders Trains, agency staff working for Wales and Borders Trains and contractors and their employees whilst undertaking work at the Company's premises.

2. Aims

To provide a working environment where everyone is treated fairly, with respect and is free from harassment, victimisation and bullying. Our aim is to eliminate harassment, victimisation and bullying.

5. Purpose

The purpose of this policy is to draw attention to the many forms of harassment at work. To their serious adverse effects, to provide practical guidance to all employees on how to eliminate harassment, to make explicit the types of behaviour which the Company will not tolerate and to enable any employee who believes that they have been the subject of harassment to take effective action.

6. Why is a Policy required?

Bullying and harassment at work can cause fear, stress and anxiety for employees both at work and at home. It can lead to illness, accidents, absenteeism, poor performance, possible resignation and poor quality of life.

7. Legal Issues

Bullying and harassment are covered in legislation by a variety of acts including Sex Discrimination Acts 1975 and 1986, Race Relations Act 1976, Disability Discrimination Act 1995, Rehabilitation of Offenders Act 1974, Equal Pay Acts 1970 and amendments 1983, Human Rights Act 1998 and Pregnant Workers' Directive 1992. The Policy aims to provide protection against all forms of harassment and bullying. Employees should refer to the following definitions and examples if in doubt.

8. Definition of Harassment

Harassment in general terms is unwanted conduct affecting the dignity of men and women in the workplace. It may be related to age, sex, race, disability, union/ non union membership, religion, nationality or any personal characteristic of the individual, and may be persistent or an isolated incident. The key factor is that the actions or comments are viewed as demeaning and unacceptable to the recipient.

9. Definition of Bullying

Bullying is any persistent behaviour, directed against an individual, which is intimidating, offensive or malicious and which undermines the confidence and self-esteem of the recipient.

9.1 Examples of unacceptable behaviour.

- Unwanted physical contact such as unnecessary touching, patting, pinching, brushing against another person's body, insulting or abusive behaviour or gestures, physical threats, assault, coerced sexual intercourse or rape.
- Unwanted verbal conduct such as unwelcome advances, patronising titles or nicknames, propositions or remarks, innuendo, lewd comments, offensive jokes, banter or abusive language, which refer to a person or group's colour, race, nationality, ethnicity, disability, sexual preference etc, repeated suggestions for unwanted social activities inside or outside the workplace.
- Unwanted non verbal conduct such as racially or sexually based graffiti referring to an individual's characteristics or private life, abusive or offensive gestures, leering, whistling, display of pornographic or suggestive literature, pictures or films/videos or inappropriate use of visual display units or network systems.
- Bullying including persistent criticism and personal abuse, either in public or private, which humiliates or demeans the individual involved.

9.2 What Bullying is not

Legitimate, constructive and fair criticism of an employee's performance or conduct at work is not bullying.

10. Responsibility for the Policy

10.1 Every employee has a responsibility to:-

- Ensure that behaviour at work is not unfairly discriminatory
- Treat all colleagues equally with dignity and respect
- Treat people fairly and without prejudice
- Value and respect others
- Ensure that nobody is harassed, victimised or bullied either in the workplace or when socialising with work colleagues outside work
- Promote a work environment where everyone feels confident to report incidents that are unfair or personally offensive
- Seek to develop their skills and encourage others to do the same
- Promote equality through mutual respect

10.2 Managers and supervisors at all levels further have a duty to implement the Policy and take corrective action to ensure it is implemented.

10.3 Breaching the bullying and harassment policy could lead to the Company's disciplinary procedure being used. In certain circumstances individual employees may be personally liable in law for harassment action as well as the Company being liable for such actions.

11. Confidentiality

All complaints and associated correspondence, interviews and discussions will as far as possible be treated in the strictest confidence. Breaches in confidentiality may be dealt with using the disciplinary procedure.

12. Available Contacts

The following list identifies a list of contacts who are available to help you at any stage in dealing with a breach of this policy:-

- If appropriate, contact your manager/supervisor to discuss the issue
- The Human Resources department are also available to talk through any concerns you have in a confidential manner
- Your union representatives will also be available to provide advice
- The Company also provide access to an Employee Assistance help line run by ICAS, which provides a totally confidential counselling service on the following freephone number **0800 072 7 072**
- A Manager becoming aware of a complaint should advise the individual to discuss the issue with ICAS as well as pursuing the matter through formal channels.

13. Personal and Informal Approach

Where the employee feels it is appropriate it may be possible to resolve any breaches of this policy through the following informal procedures.

- 13.1 In some cases it may be possible to rectify matters informally because some people may not be aware that their behaviour is unwelcome and/or that certain procedures are discriminatory. An informal conversation instigated by the individual concerned or with the support of their manager and/or union representative and/or HR support should be utilised.
- 13.2 Alternatively, individuals may prefer to put in writing to the person(s) involved, keeping a dated copy of the letter.
- 13.3 It may be appropriate to ask a friend or staff representative to speak to the person(s) on their behalf.
- 13.4 If any of these channels is felt to be inappropriate, then the individual should use the formal procedures listed below.
- 13.5 A manager, supervisor or member of personnel who becomes aware of behaviour which breaches this policy, whether or not a complaint has been made, has a responsibility to take this action forward. No action will be taken until the matter has been discussed with the alleged victim.

14. Formal Approach

In some cases an informal resolution is not possible and employees should use the following procedure:-

- 14.1 If you feel that you have a grievance then the standard Individual Grievance Procedure should be initiated.
- 14.2 Where the matter is more serious or where a breach of legislation occurs eg. Sexual or racial discrimination, fighting, assault on or personal abuse of another, then a formal investigation by the appropriate manager is required, possibly leading to the Disciplinary Procedure.

15. Formal Approach instigated by a Manager

If a manager or supervisor becomes aware of behaviour which breaches this policy (whether or not a complaint has been made) he/she has a responsibility to take the matter forward. No action will be taken until the matter has been discussed with the alleged victim. If the informal process is not appropriate then the following procedure should be used:-

- 15.1 Where the matter is more serious or where a breach of legislation occurs, eg. Sexual or racial discrimination, fighting, assault on or personal abuse of another, then a formal investigation by the appropriate manager is required.
- 15.2 The manager must inform any complainant and the alleged offender of the outcome as soon as possible following the conclusion of the investigation.
- 15.3 If following the investigation, the manager decides that there is a case to answer the Disciplinary procedure will be invoked.

16. Employee Assistance Programme

The Company provides an employee assistance programme (EAP) that provides free access to counsellors and consultants who can offer assistance on a 24 hour per day basis.

Recruitment Policy

1. Purpose

The Company aims to maintain a competent, professional and motivated workforce. To this end, the Company will select the best available person for every vacancy, regardless of gender, race, religion, age, disability, trade union activity or sexual orientation.

All potential employees will be required to participate in a selection process that will assess candidates against criteria that are relevant to the job role.

The Company's recruitment and selection procedure will provide a fair, systematic and reliable basis for selecting the most suitable candidate for any given vacancy.

The Company wishes to give all of its employees the maximum opportunity to develop their careers and achieve their work potential. In filling any vacancy, the Company will encourage applications from suitably qualified internal candidates.

2. Procedure

In filling any vacancy, Line Managers will follow a systematic process designed to ensure the most cost effective deployment of the company's current and potential employees. The procedure is as follows:-

Authorisation

- 2.1 When a vacancy arises, the manager will complete an 'authority to recruit' form
- 2.2 The form will require authorisation by the departmental Manager and HR Director before proceeding
- 2.3 Authority will depend on:-
 - Whether the post is still required to be carried out
 - Does the post fall within approved headcount budgets
 - Have the accountabilities within the post changed in any way
- 2.4 Only when authorisation is complete will the next stage begin

Advertising

- 2.5 All vacancies will be advertised internally, except where redundancy or transfer requests from suitably qualified and experienced employees have been received by the HR Department and are awaiting placement.
- 2.6 If the Line Manager believes that there are likely to be no suitable internal applicants, the job may be simultaneously advertised externally, using appropriate media.

Selection

- 2.7 Depending on the job role requirements, all shortlisted candidates will undergo selection processes that will enable their relevant skills and competencies to be validated. Where Group/Business standards exist for a job in terms of assessment and health requirements they will always be applied rigorously. All successful candidates will be required to take a drug and alcohol screening test before a job offer is made.

- 2.8 The selection process will be carried out by the Line Manager and the HR Department in partnership. This ensures that the candidate receives full information on the job role, the Company and its operations and that proper validation of competence is carried out. Interviews should always be carried out by two people, either as two separate discussions or a single panel interview. Records must be kept of interviews with then applicant file.

References

- 2.9 The HR Department will obtain references from previous employers, or other relevant sources if there is no previous employment. Referees will be asked to verify key information regarding the applicants suitability for employment.
- 2.10 All offers of employment will be subject to the receipt of satisfactory references.

Procedure Covering Maternity and Family Leave Provisions

1. Purpose

The Company recognises the importance of family life and the need for employees to have the ability to balance their work and family lives. This is particularly important during such times as pregnancy, when a child is born, adopted or fostered and also when emergencies occur and an elderly relative or child relies on an employee to care for them.

Therefore, arrangements have been put in place to allow employees to take time off in such circumstances, and these are outlined below. Some of the time off is paid whilst some is unpaid.

- ◆ “ Maternity arrangements
- ◆ “ Paternity leave arrangements
- ◆ “ Adoption/Fostering arrangements
- ◆ “ Parental leave
- ◆ “ Time off for the care of dependants

2. Maternity Entitlements

Notification of Pregnancy

When confirmation of your pregnancy is received (e.g. a Mat B1 certificate) either from your medical practitioner or midwife, you should discuss your plans with your local manager and also inform the Human Resources department.

A representative of the Human Resources department will explain what information is required before you may take maternity leave.

Pregnancy related Risk Assessments

Where appropriate, the Company will undertake specific risk assessments to protect the well being of pregnant employees.

Ante-natal Care

You are entitled to take reasonable paid time off during working hours to enable you to attend your ante-natal classes.

You should arrange to produce an appointment card detailing the appointment arrangements to your local manager as early as possible so that he/she can arrange your release.

Maternity Leave

If you are pregnant, you will be entitled to a period of ‘ordinary’ and ‘additional’ maternity leave, depending upon your length of service.

‘Ordinary’ maternity leave

Regardless of your length of service, you will be entitled to 18 weeks ‘ordinary’ maternity leave. Maternity leave can commence from the 11th week before your expected week of confinement (EWC) however; you may, if you wish work up to your EWC.

‘Additional’ Maternity leave

If you have completed, or will have completed, one year’s employment with the company by the 11th week before your EWC you have an entitlement to a maximum of 29 weeks ‘additional’ maternity leave which is unpaid. You should advise the company the date on which the baby is born, in order that plans for your return to work can be made.

3. **Maternity Leave Arrangements**

Beginning maternity leave

Your maternity leave will normally begin on the date you advise us however there are some exceptions to this:

- ◆ “ If your baby is born before the date you have notified to us, your maternity leave period begins automatically on the date upon which childbirth takes place
- ◆ “ If you are absent because of a pregnancy-related illness, your maternity leave period begins automatically on the first day you are absent immediately following the beginning of your sixth week before your EWC.
- ◆ “ If, when your baby is born it requires a period of time in a Special Care Baby Unit, you may return to work and defer your maternity leave until your baby returns home.

Maternity Pay

If you have been, or if you will have been, employed by the company continuously for at least 26 weeks before your EWC, you are entitled to 18 weeks maternity pay as follows:

- ◆ “ 6 weeks’ full pay
- ◆ “ 12 weeks’ half pay.

Individuals with less than 26 weeks employment

If you have worked continuously for less than 26 weeks by your EWC you do not qualify for company maternity pay, or for Statutory Maternity Pay, but you may be eligible for Maternity Allowance, a weekly benefit payable directly from the

Benefits Agency. The HR department can provide you with the appropriate forms in such circumstances.

Terms and conditions of employment

You continue to be employed during your maternity leave period. Your terms and conditions (for example, holiday entitlement, pension rights, travel facilities), with the exception of remuneration, continue during maternity leave as if you were still at work.

Returning to work

You have the right to return to your former job on the same terms and conditions which you occupied prior to commencing maternity leave.

You need not give any notice of your return and, you are guaranteed the right to return to the same job as before. However, if a return to the same job is not practicable, for example because a re-organisation has occurred, you have the right to return to a similar job which has the same status, terms and conditions as your previous job.

Returning from 'ordinary' maternity leave

If you return to work immediately after the end of your 'ordinary' maternity leave you do not need to give the company any notice of your return. However, if you wish to return to work sooner, you must give 21 days notice, in writing, of your proposed return date.

You should note that there is a requirement for an individual to take a 2 week period of compulsory maternity leave after the baby's birth.

Returning from 'additional' maternity leave

During your leave the Human Resources department will write to you and ask you to confirm whether it is still your intention to return to work at the end of the 'additional' unpaid period of leave. You should reply in writing within 21 days.

4. PATERNITY LEAVE ARRANGEMENTS

You are entitled to a maximum of 5 days leave, with basic pay, which should be taken around the time of your partner's confinement. Verification of your partner's pregnancy should be provided to your local manager.

You should agree your paternity leave with your line manager.

5. ADOPTION ARRANGEMENTS

If you adopt a child you are entitled, in accordance with the relevant arrangements below, to either 'ordinary' maternity leave (a total of 18 weeks) and maternity pay (6 weeks' full pay and 12 weeks' half pay) or paternity leave (5 days' leave with basic pay). Verification of the adoption arrangements should be provided to your local manager.

An application for such leave should be made directly to your line manager.

6. FOSTERING ARRANGEMENTS

The Company recognises the social value of fostering children and will provide up to a maximum of five days paid leave each year, to coincide with the arrival of one or more fostered children arriving in their home.

7. PARENTAL LEAVE ARRANGEMENTS

An employee who has a baby or adopts a child on or after 15 December 1999 is entitled to a period of unpaid leave if:

- ◆ “ you become a parent, whether by birth or adoption, or you gain formal parental responsibility for raising or caring for a child in other circumstances, for example where you become a step-parent;

and

- ◆ “ you have one year’s continuous employment with the company at that time.

Amount of leave

You are entitled to a total of 13 weeks’ unpaid leave in respect of each child. If you have an entitlement to leave for more than one child, weeks of leave in respect of one child may not be transferred to another child.

Where both parents are employees with one year’s service or more, total leave entitlement remains 13 weeks’ for each child, but both parents have the opportunity to take leave.

If you only work part-time you are entitled to leave on a pro-rata basis to your hours of work.

Taking leave

Leave may be taken between the date your child is born and their fifth birthday. In cases of adoption, or other circumstances of parental responsibility

- ◆ “leave may be taken during a five year period beginning with the date of your child’s placement with you as foster parents or the date at which you gain parental responsibility, or
- ◆ “ until your child reaches their eighteenth birthday, whichever is the sooner.

If your child has a disability, you may take your leave at any time before your child’s 18th birthday. (For the purpose of this policy, a ‘disabled’ child is a child whom Disability Living Allowance is awarded).

How may leave be taken

Leave may be taken:

- ◆ “ at the end of your ordinary and/or additional maternity leave

- ◆ “ in blocks of one complete week, or multiples of one complete week, and
- ◆ “ up to a maximum of four weeks’ in any one calendar year. (NB. If you wish to take less than one complete week of leave, this will still be counted as one full week of the 13 week entitlement.

If your child has a disability you may take your leave one day at a time, or longer if you wish, up to a maximum of four weeks’ leave per calendar year.

For rostered staff, one week’s leave will equate to the total number of days on which you would have been rostered to work during the week on which leave is taken.

The HR department will maintain a register with details of the parental leave taken, and whenever you change jobs; any new employer will be able to enquire how much parental leave you have taken.

If you transfer to another employer your amount of leave already taken will transfer with you.

Notice requirements

You must give your line manager at least 21 days’ notice of your wish to take parental leave.

You must complete a Parental leave application form, which your manager will countersign. These are available from the Human Resources department. This is attached as Appendix “A”.

If it is felt necessary, your manager may ask to see evidence that you have become a parent or the person responsible, legally or otherwise, for a child. Evidence may be the child’s birth certificate, papers confirming a child’s adoption or, in the case of a disabled child, the award of disability living allowance.

A request for parental leave will be dealt with in the same way as requests for annual leave.

Postponing leave

Your manager may not postpone leave in certain circumstances:

- ◆ “ when you give the required 21 days’ notice to take it immediately your child is born, or placed with you for adoption, or when you assume formal parental responsibility.
- ◆ “ When you ask to take a period of leave immediately before, or after, a period of paternity or maternity leave.

In other circumstances, your manager may postpone your leave but only for a maximum of six months.

Your manager will return a copy of the application form to you, indicating whether the leave is to be granted, or postponed, within 7 calendar days. If the Leave is postponed, your manager must indicate on the application form the reason for the postponement and the dates on which the leave may be taken.

Terms and conditions during leave

You will not be paid during a period of leave, although you remain an employee of the company and the period counts in terms of service related benefits.

Returning from leave

You need not give any notice of your return and, you are guaranteed the right to return to the same job as before. However, if a return to the same job is not practicable, for example because a re-organisation has occurred, you have the right to return to a similar job which has the same status, terms and conditions as your previous job.

If you ask to return early from a period of agreed leave, this will be considered at management discretion, based on the requirements of the business. In such circumstances the amount of leave untaken is forfeited and cannot be deferred to a later date.

8. TIME OFF TO CARE FOR DEPENDANTS

You are entitled to a reasonable period of time off to deal with specific types of emergency, which involve someone who is classed as a "dependant".

Entitlement to time off

Time off will be granted in the following circumstances as defined in law:

- ◆ " If a dependant falls ill or has been involved in an accident or assaulted, including where the victim is hurt or distressed rather than physically injured;
- ◆ " To make longer term arrangements for a dependant who is ill or injured
- ◆ " To deal with an unexpected disruption or breakdown in care arrangements for a dependent; for example when a childminder or nurse fails to turn up;

OR,

- ◆ " To deal with an incident involving a child during school hours; for example if the child has been involved in a fight or is being suspended from school.

You should note there are separate arrangements in place for the arrangement and attendance at funerals of a dependant.

Who is defined as 'dependants'

Time off will be granted only where you need to care for someone who is a "dependant" as defined in statute.

Dependants are:

- ◆ " Your partner, child or parent
- ◆ " Someone who lives in your household e.g. an aunt or grandparent who lives in the household;

and

- ◆ " In cases of illness, injury, or where care arrangements break down, someone who reasonably relies on you for assistance.

Tenants, boarders, or someone who happens to live in your household e.g. a live-in housekeeper are not deemed dependants.

Amount of time off

In most cases, time off will be limited to one or two days, although line managers may authorise longer periods if deemed appropriate.

Pay during time off

You are entitled to one day's leave with pay at the standard rate, in line with the time off arrangements for exceptional circumstances.

If you take more than one day's leave, any additional days will be unpaid.

Notice of leave

The need for leave is likely to arise with little or no notice, and, therefore, you should inform your line manager of your absence as soon as possible on the first day, the reason for it, and how long you expect to be away from work.

Postponing leave

A line manager may not unreasonably refuse time off in these circumstances.

If you require further details or clarification on any aspect covered within the booklet, please contact a member of the Human Resources department.

Further Education Policy

1. Purpose

This policy explains the way in which the Company wishes to support employees who are undertaking vocational and academic programmes of development or study. The Company encourages professional development and will seek to make broad provision that will benefit the largest number of employees. The aim is to facilitate access to flexible training that will result in a skilled and motivated workforce.

2. Scope

All employees within the Company are covered by this policy.

3. Procedure

- 3.1 For the purpose of this policy, 'qualification' is used to describe any formal development or training.
- 3.2 Qualifications that are required as part of an employee's job role will be paid for by the Company and training undertaken in Company time, if required. In exceptional circumstances, where an employee has made every effort to secure time to attend an event connected with their programme and been unsuccessful, their Line Manager will treat the request sympathetically.
- 3.3 Qualifications that are wholly unrelated to an individual's job role and bring no direct benefit to the Company will not be sponsored. Where the Company has made provision for learning, such as through a Learning Centre, the employee may use that centre in their own time to progress their chosen subject. If that course of study has a fee attached (such as via LearnDirect), the employee will be responsible for payment.
- 3.4 Qualifications that are not required as part of the job role but can be demonstrated to bring a benefit to the Company, the employee's professional development and retention of key skills within the Company and has been discussed as part of the employee's personal development plan may attract support.
- 3.5 The support will either come in time off to attend training, provided this does not exceed one day per week, or financial support of 30% of the cost of the qualification, payable on successful completion. Personal loans may be available to the employee, if the programme of study would otherwise be unaffordable. These loans will be subject to the usual provisions of company loans.
- 3.6 Applications for support should apply in writing, with endorsement by their line manager to the HR Director. All applications should be received by 30th October in the year preceding the study and will be considered by the Company's Training Board. Only a limited number of applications will be approved.
- 3.7 The Company will not make any contribution to additional expenses, such as travel or materials.

- 3.8 The Company reserves the right to withdraw its support if, in the Company's judgement, results or attendance levels fail to justify continuation.
- 3.9 The training provider should either be locally situated or correspondence based.
- 3.10 Applicants must recognise that where this assistance is given, the Company is entitled to expect in return a contribution of service of reasonable duration following qualification. Normally, this should be not less than one year.

Note:

In association with union representatives, the Company will develop a career map that will demonstrate the range of job opportunities throughout the organisation. It will make open and transparent the person requirements for each job role. The career map will help employees to shape their own development in conjunction with the organisation via the development planning process.

Equal Opportunities Policy

Scope

This Policy applies to all employees, agency staff working in the Company and contractors and their employees whilst undertaking work at the Company's premises.

Aims

To be an equal opportunities employer and to be committed both to the principles of equal opportunities and to the implementation of legislation covering equal opportunities issues and codes of practice. Our aim is to eliminate unfair Discrimination.

Legal Issues & Discrimination

Equal opportunities is covered in legislation by a variety of acts including Sex Discrimination Acts 1975 & 1986, Race relations Act 1976, Disability Discrimination Act 1995, Rehabilitation of Offenders Act 1974, Equal Pay Acts 1970 and amendments 1983, Human Rights Act 1998 and Pregnant Workers' Directive 1992. The policy aims to provide protection against all forms of discrimination (whether direct or indirect) and employees should refer to the following statement of policy if in doubt.

Equal Opportunities Statement

The Company will strive to be an equal opportunities employer through fair and equal treatment of all employees and be committed to ensuring that all individuals are treated fairly and are valued irrespective of race, gender, disability, marital status, sexual orientation, nationality, health, social class, religion, employment status, age, political beliefs or membership of a trade union.

- By operating recruitment, promotion, training and career development policies that do not discriminate.
- By monitoring these policies to ensure that they are implemented successfully.
- By adjusting policies and practices as necessary to ensure that the business does not discriminate
- By ensuring that job descriptions include only those requirements that are necessary for effective performance for the role.
- By ensuring that all employees are made aware of the policy and the requirement to ensure it is carried out.
- By enabling everyone to develop and use their talents to the full.

What Is Equality Of Opportunity?

Equality of Opportunity means:

- Treating everyone fairly and without bias.
- Creating a work environment free from harassment, victimisation and bullying.
- Encouraging, respecting and supporting each other, so that all our contributions are recognised, valued and enhanced.
- Each of us has an understanding of what is expected of us in terms of standards of behaviour.

Equality of opportunity is fundamental to the well being of the company and its employees because it helps to achieve:

- An environment free from harassment, victimisation and bullying.
- Mutual respect.
- Good communication.
- Job satisfaction.
- Team working.
- Realisation of full potential.

Equality of opportunity is fundamental to commercial success because it helps to achieve:

- Improved safety
- Enhanced quality
- Excellent customer service and public image
- Attraction and retention of staff
- Better use and appreciation of individuals' skills and abilities.
- Lower absenteeism and sickness levels.
- Better value for money, reduced expenditure and lower legal costs.
- Improved profitability.

The forms of discrimination

- Direct Discrimination consists of treating a person, on the grounds of race or sex, less favourably than others are or would be treated in the same or similar circumstances
- Indirect Discrimination consists of applying a requirement or condition which, whether intentionally or not, adversely affects one group considerably more than another and which cannot be justified.

Responsibility for the Policy

Every employee has a responsibility to

- Ensure that behaviour at work is not unfairly discriminatory.
- Treat all colleagues equally with dignity and respect.
- Treat people fairly and without prejudice.
- Value and respect others.
- Ensure that nobody is harassed, victimised or bullied either in the workplace or when socialising with work colleagues outside work.
- Promote a work environment where everyone feels confident to report incidents that are unfair or personally offensive.
- Seek to develop their skills and encourage others to do the same.
- Promote equality through mutual respect.

Managers and supervisors at all levels have a duty to implement the Policy and take corrective action to ensure it is implemented.

Breaching the equal opportunities policy could lead to the company's disciplinary procedure being used. In certain circumstances individual employees may personally be liable in law for discriminatory actions, as well as the Company being liable for such actions.

For example, the following conduct would be considered unlawful and may result in an employee being personally liable:

- Discriminating in the course of employment against fellow employees or job applicants on racial/sexual/disability grounds e.g. for example in relation to selection decisions for recruitment, promotion, transfer, and training.
- Inducing or attempting to induce other employees, unions or management to practice unlawful discrimination e.g. that they should refuse to accept other employees because of their race or gender or refuse to work with a supervisor of a particular race or gender or disability.
- Victimising individuals who have made allegations or complaints of unlawful discrimination or provided information about unlawful discrimination.

Dealing with breaches of this policy

If you have become aware of, or receive a complaint relating to a breach of this policy, you have a duty to treat the issue seriously and ensure that it is dealt with. The following list identifies the main ways of dealing with breaches of this policy and provides a list of suggested contacts to help you.

Confidentiality

All complaints and associated correspondence, interviews and discussions will as far as possible be treated in the strictest confidence. Breaches in confidentiality may be dealt with by using the disciplinary procedure.

Available Contacts

The following list identifies a list of contacts who are available to help you at any stage in dealing with a breach of policy:

- If appropriate contact your manager/supervisor to discuss the issue
- Human Resources are also available to talk through any concerns you have in a confidential manner
- Your Union Representatives will also be available to help discuss any issues
- The Company also provides access to an Employee Assistance help line run by the ICAS, which provides a totally confidential counselling service on the following freephone number **0800 072 7072**
- A manager becoming aware of a complaint should advise the individual to discuss the issue with ICAS

Personal & Informal Approach

Where the employee feels it is appropriate it may be possible to resolve any breaches of this policy through the following informal procedures:

- In some cases it may be possible to rectify matters informally because sometimes people are not aware that their behaviour is unwelcome and/or that certain procedures are discriminatory.
- An informal conversation instigated by the individual concerned or with the support of their manager and/or Union representative and/or HR representative should be utilised.
- Alternatively, individuals may prefer to write to the person(s) involved, keeping a dated copy of the letter.
- Or it may be appropriate to ask a friend or staff representative to speak to the person(s) on their behalf.
- If any of these channels is felt to be inappropriate, then the individual should utilise the formal procedures as listed below.

- A manager, supervisor or member of personnel who becomes aware of behaviour, which breaches this policy, whether or not a complaint has been made, has a responsibility to take this action forward. No action will be taken until the matter has been discussed with the victim.

Formal approach

In some cases an informal resolution is not possible and employees should utilise the following procedures:

1. If you feel you have a formal grievance then the standard Grievance Procedure (as detailed in the Grievance Procedure section) should be initiated.
2. Where the matter is more serious or where a breach of formal legislation occurs e.g. sexual or racial discrimination, fighting, assault on, or personal abuse of another, then a formal investigation by the appropriate manager should be initiated within the Disciplinary Procedure.

Formal Approach instigated by a `Manager

If a manager or supervisor who becomes aware of behaviour which breaches this policy (whether or not a complaint has been made) he/she has a responsibility to take the matter forward. No action will be taken until the matter has been discussed with the alleged victim. If the informal process is not appropriate then the following process should be used:

1. Where the matter is more serious or where a breach of formal legislation occurs e.g. sexual or racial discrimination, fighting, assault on or personal abuse of another, then a formal investigation by the appropriate manager must be initiated.
2. The manager must inform any complainant and the alleged discriminator of the outcome as soon as possible following conclusion of investigation.
3. If following the investigation, the manager decides that there is a case to answer, the Disciplinary Procedure should be immediately initiated.
4. The manager must inform any complainant and alleged discriminator of the outcome in line with the Disciplinary procedure regulations.

**Policy relating to the use of
COMPANY E-MAIL/INTERNET/INTRANET**

INTRODUCTION

E-mail/Internet and Intranet usage has become the de facto form of inter/intra Company communication, taking over from the telephone and face to face meetings in many cases. It has therefore become necessary to adopt a corporate set of usage standards in the form of a Usage Policy.

There are several reasons for this policy, largely predicated by recent legal precedents following a number of high-profile court cases, which resulted in substantial damages being awarded against companies who did not have, or did not enforce a usage policy.

It should be noted, that not only can a corporate body be held liable, but employees are individually liable for information, comments or words used in computer based communication systems such as E-mail.

Another reason for a Usage Policy, is that it sends an unequivocal message that as an employer, we will not tolerate the receiving, sending, storing or accessing of sexually explicit material, or data likely to breach the Sex and Racial Discrimination Acts, or the Data Protection Act.

Also, one of the main concerns with E-Mail, particularly from 'dubious sources', is that it is highly likely to be infected with a software virus, which could have disastrous results if our business systems became contaminated. In all of the Prism Group companies, we provide anti-virus software on our networks, which will stop the vast majority of known viruses. Unfortunately, we must always consider the possibility of new, more insidious and complex viruses being invented (illegally) every day.

In order to protect the Group and its business systems and data, you must understand what you may and may not use E-mail/Internet/Intranet for.

E-MAIL/INTERNET/INTRANET USAGE POLICY FOR NX GROUP PLC AND ITS SUBSIDIARY COMPANIES

The Company computer/data networks are the property of Prism Rail Plc and its subsidiary companies (Prism Group), and are to be used for legitimate business purposes only.

Authorised users (Company staff) are given access to these networks to assist them in their jobs and to carry out their day to day duties within the Company and within their respective area(s) of operation.

Additionally, some Users will also be given access to the Internet, again strictly on a business-needs basis.

The Intranet, a term with which some of you may not be familiar, is really nothing more than a scaled down Internet facility, primarily used as an internal company communications medium for staff, which will be introduced in due course. However, the same policy and rules apply.

All Users have a responsibility to use the Company computer systems and resources and the Internet/Intranet in a professional, lawful and ethical manner.

Abuse of the E-mail, Internet/Intranet facilities may result in disciplinary action including possible termination of employment and/or civil/criminal prosecution.

THE INTERNET

The Internet is a world-wide network of computers that contains many millions, if not billions of pages of data/information. Users are warned that many of these pages contain racially offensive, sexually explicit (both text and/or graphics) and generally inappropriate non-business related material. Even innocuous information-search requests could take you to web-sites containing offensive/illegal material.

Users accessing the Internet, do so at their own risk and the Company is not responsible for material downloaded, stored, passed-on, or viewed by Users.

However, you are again warned against the non-business use of the Internet and the resultant action that could follow.

To ensure the security of Company systems and to avoid the introduction and spread of viruses, Users accessing the Internet through a computer (PC or Laptop) attached to the Company's networks, must do so through the approved Internet Firewalls as provided by the Company's IT group and through which all Company data normally flows. A Firewall comprises of proprietary software and hardware which together intelligently isolate networks from one another by passing messages through a 'check-point' to verify that these messages conform to specific security policies and standards. Non-conforming messages/data are refused system access and will be reported as such.

Additionally, within the Prism Group, software surveillance tools allow the IT departments to monitor data, messages and their contents, for example by checking key-words which are considered non-business related, e.g. sex.

Detailed audit trails are provided, which track messages back to individual PC's and their users. Where these audit-trail reports show prolonged, inappropriate or general misuse of Company E-mail/Internet/Intranet systems, it will be reported in the first instance to the User's line-manager for appropriate action.

Attempting to use the Company PC or Laptop to access the Internet, or any other external network, via any method other than through the Company network and Firewall system, is strictly forbidden.

'Surfing' the Internet (prolonged searches and/or general browsing) is forbidden, unless Users are genuinely searching for business related information, or have been given permission by their manager (with the express knowledge of the IT group) to access non-business data for specific reasons.

PROHIBITED ACTIVITIES

Without prior written permission from the Company, the computer networks may not be used to disseminate, view or store commercial or personal advertisements, solicitations, promotions, or software known to contain viruses or destructive code of any sort, or any other unauthorised or clearly illegal or offensive material.

Employees must never send e-mail messages that are defamatory, obscene, pornographic, abusive, sexist; racist or which may amount to harassment. The sending of such e-mail messages will be treated as gross misconduct, which may result in summary dismissal.

The occasional, limited, appropriate and reasonable personal use of the computer networks is permitted, subject to your line-manager's agreement, provided such use does not: -

- a) Interfere with other Users or any other employees' job performance.
- b) Have an undue effect on the computer systems and networks' performance.
- c) Violate any other policies, provisions, guidelines or standards of this agreement or any others of the Company.
- d) Involve the transacting of any personal business or the utilisation of the PC, Servers, Software or Networks for personal gain.

Personal use should be kept to an absolute minimum and at times of the day that causes the least impact or disruption to personal or business productivity during normal working hours.

Personal use of the Company computer network is a privilege which may be revoked at any time at the discretion of the Company.

Only software sanctioned by the IT group and for which there is a suitable licence may be loaded onto the computer systems/networks. If you are unsure, check with your respective IT group.

Laptop computers in particular, must not have any unauthorised or non-standard software loaded under any circumstances.

Users are at all times responsible for their professional, ethical and lawful use of the computer systems and networks.

ILLEGAL COPIES

Users may not copy any material protected under copyright law, or make that material available for others to copy.

Users are personally responsible for complying with copyright law, intellectual property rights and all relevant licences that may apply to software, files, graphics, documents, messages and any other material which could be downloaded or copied.

Users may not agree to any licences, or download any material for which a registration fee is charged, without first obtaining the express written permission of your respective IT group and/or the Company.

COMMUNICATION OF TRADE SECRETS

Unless expressly authorised to do so, Users are prohibited from sending, transmitting or otherwise distributing proprietary information, data, trade-secrets or other information, confidential or otherwise, belonging to the Company.

Unauthorised dissemination of such material may result in disciplinary action as well as civil and criminal penalties.

EXPECTATION OF PRIVACY AND WAIVER OF PRIVACY RIGHTS

Users should have no expectation of privacy in anything they create, store, send or receive using the Company's computer equipment and networks.

Users expressly waive any rights of privacy and hereby consent to the IT group and/or relevant Company personnel accessing any material created, stored, sent or received via the Company networks and/or Internet connections.

FRIVOLOUS USAGE

Computer resources are not unlimited and very costly, with network capacity and server storage capacity having finite limits. So all Users have a responsibility to conserve these resources and must not waste or monopolise computer resources to the detriment or exclusion of others.

This includes, but is not limited to, the sending of mass mailings or chain-letters, spending unnecessary or excessive amounts of time on the Internet, playing computer-based games, engaging in on-line chat groups, accessing/downloading audio and/or video files, or otherwise creating unnecessary loads on network traffic associated with non-business related use of the Internet.

MONITORING OF E-MAIL & INTERNET USAGE

The Company reserves the right to monitor and record any and all aspects of its computer systems and networks' activity, including all incoming and outgoing E-mail messages and Internet traffic.

DATA PROTECTION POLICY

Introduction

Under the Data Protection Act you have the right to access personal data and to have data which is incorrect or misleading, rectified, destroyed or erased and to require the Company to stop holding data in a way that is incompatible with the legitimate purposes of the Company.

Although not definitive the following are examples of the sort of employee information held on record:

- Personal details eg. address, date of birth, dependent details etc.
- Training, development and performance records
- Qualifications and competency records eg. safety critical work cards etc.
- Briefing records eg. equal opportunities, drugs and alcohol etc.
- Attendance records
- Disciplinary records
- Grievance complaints etc.
- Occupational Health Service reports etc.
- Job applications
- Commendations and awards
- Contracts of employment

Why is personal information about employees held on record?

Information is held for a variety of reasons, including:

- To pay you
- To give you and your family travel facilities
- To communicate with you and to tell you of company news and plans
- To assess your training needs and to develop you so that you can do your job effectively and safely.
- To monitor equality of opportunity

What to do if you want to arrange access to your personal information

You should write to the HR Department saying what information you want to see.

If it is allowable under the Act you will then be given access to the relevant information within 40 days of the written request being received by Human Resources.

Does the Company charge for providing access to personal information?

As provide for under the Act, an administration fee of £10 may be charged for providing access to personal information.

What to do if you believe that you need to correct your personal information.

You should write to the HR Department explaining why you think your personal information is incorrect or misleading and what you wish to have rectified, destroyed or erased.

POLICY RELATING TO MANPOWER ALLOCATION AND DEPOT STRATEGY

Allocation of Work to Depots

The allocation of work to depots will be on the basis of effective and economical diagramming and business needs.

Prior to a the commencement of any major change in the service timetable (winter to summer, summer to winter), discussions will take place with the Company Council for Drivers on any changes to the existing allocation of work and they will be given the opportunity to scrutinize all the diagrams for the new service.

Manpower Planning

The manpower (Driver establishment) levels at each depot will be based on the level of work allocated to the depot and use the appropriate establishment formula. Consideration will be given to a reduction in overtime levels should a surplus of drivers become apparent.

Prior to the commencement of any change in the service timetable (winter to summer, summer to winter), discussions will take place with the Company Council for Drivers on any effects on depot establishment.

Any changes to depot establishment will be dealt with in accordance with the P.T. & R. procedure.

Manpower and Depot Establishment Review

A review of Drivers Establishment at Depots will be a standing agenda item at the quarterly Company Council meetings.

This forum would review the following situations:-

- Proposed opening of new depots or remote signing on points
- Allocations of new route extensions to depots
- Major transfers of work that require a depot to lose route knowledge
- Major transfers of work that create a surplus of drivers at a depot
- Any fluctuations in business needs or service requirements affecting manpower levels

It is understood that new depots would be set up on the following basis:-

- Initial staffing of these depots would be from volunteers and/or new recruits
- An economic diagramming case can be made
- That any redundancies resulting from the process would be voluntary

ALCOHOL AND DRUGS POLICY

1. Introduction

This statement sets out the Company's policy in respect of any employee or contractor whose proper performance of their duties is or may be impaired as a result of drinking alcohol or taking drugs. It is supported by the Rule Book, Production Standards on Alcohol and Drugs, related Codes of Practice, Guidelines and readily available educational materials.

The Company has taken into account the Transport and Works Act 1992. Provided that employees adhere to the provisions of this Policy they will normally be able to demonstrate compliance with the Act.

All persons concerned are to be made aware of this statement and become familiar with its content.

2. Policy

The Company will take all reasonable steps to ensure that employees or contractors are made aware of the contents of this policy, together with the relevant sections of the Transport and Works Act 1992 and the implications therein. Furthermore, as a responsible employer, the Company will have in place procedures to prevent, in so far as is reasonably practicable, an offence under the Act and a monitoring process to measure the effectiveness of such procedures.

It is a requirement of the Company that no employee or contractor shall:-

- Report or endeavour to report for duty having just consumed alcohol or under the influence of drugs
- Report for duty in an unfit state due to the use of alcohol or drugs
- Be in possession of drugs of abuse in the workplace
- Consume drugs or alcohol whilst on duty

The Company will not tolerate any departure from these rules and will take the appropriate disciplinary action in the event of any infringement.

The Company has a policy of assistance with the rehabilitation of staff who voluntarily seek help for alcohol or drug related problems. Such staff must, however, seek assistance at the earliest possible opportunity – subsequent discovery or a discovery prompted by impending screening will not be acceptable.

A programme of screening has been put in place. This includes procedures to:-

- Detect the use of drugs by both existing and potential employees
- Detect the use of alcohol and or drugs by any person(s) involved in a Safety Critical incident where there are grounds for suspecting that the actions of the person(s) led to the incident
- Detect the use of alcohol and or drugs where abnormalities of behaviour prompt managerial intervention (which may include a request for screening) the Company will measure the effect of this policy and the monitoring process following a period of twelve months, at which time its adequacy will be reviewed.

STATUS OF AGREEMENTS

- a) These agreements take precedence over all current and previous agreements whether local, Company or national, with the exception of those listed below.
- b) All new agreements will be in written form. This is on the understanding that any agreement will not incorporate any practice(s) that could lead to loss of productivity or flexibility when contrasted with arrangements detailed in these agreements.
- c) No local agreements may be concluded which negate the intention or spirit of these agreements. In the event that any local agreement is introduced which contravenes these agreements, the joint Company Council reserves the right to review accordingly.
- d) Where this agreement falls silent, or there have been any erroneous omissions, then the status quo will apply until the specific matter(s) have been resolved between the Company and the Company Council. Any questions of interpretation of these agreements will be dealt with at Company Council level.