

CONFIDENTIAL

cc J



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Prime Minister

Michael Scholar Esq  
Private Secretary to  
the Prime Minister  
10 Downing Street  
LONDON  
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7 May 1982

Dear Michael,

BRITISH RAIL - INDUSTRIAL RELATIONS

Today's report by the Railway Staffs National Tribunal under Lord McCarthy endorses in full British Rail's case for flexible rostering for train drivers, and rejects ASLEF's counter proposals. But it adds a number of detailed safeguards, intended to meet the drivers' anxieties. These could somewhat inhibit the most advantageous application of what the Tribunal has now recommended.

All the parties will want to study the report. The British Railways Board will initially give it a general welcome, provided that it is applied constructively. My Secretary of State thinks we should make no immediate comment.

Mr Howell will circulate on Monday an appreciation by the official group MISC 72, for the meeting on Wednesday morning. The Railways Board will take no decisions meanwhile.

He thinks we shall need on <sup>wednesday</sup> ~~Tuesday~~ to review various major problems now facing the British Railways Board on the industrial relations front, and he will send the Prime Minister a separate minute on that.

I am copying this to the Private Secretaries to the Chancellor of the Exchequer, the Home Secretary, the Secretaries of State for Energy, Employment, Scotland, Industry and Defence, and Sir Robert Armstrong.

Yours,

Anthony Mayer

R A J MAYER  
Private Secretary



RAILWAY STAFF NATIONAL  
TRIBUNAL

DECISION NO. 77

THE TRIBUNAL WAS ASKED TO CONSIDER THE PROPOSAL BY  
THE BRITISH RAILWAYS BOARD FOR THE IMPLEMENTATION OF  
SUB-PARAGRAPH 2(c) OF  
THE 1981 PRODUCTIVITY UNDERSTANDING  
TO FOOTPLATE STAFF AND TO AWARD

May 1982

BRITISH  
RAILWAYS



## RAILWAY STAFF NATIONAL TRIBUNAL

## INTRODUCTION

1. The Railway Staff National Tribunal (RSNT) is established under Part VI of the Appendix to the Memorandum of Agreement dated 28 May 1956, known as the 'Machinery of Negotiation for Railway Staff 1956', between the British Transport Commission (now the British Railways Board) (BRB) of the one part, and the National Union of Railwaymen (NUR), the Associated Society of Locomotive Engineers and Firemen (ASLE&F) and the Transport Salaried Staffs' Association (TSSA) of the other part.
2. The function of the RSNT is to hear and decide, in respect of employees to whom the Machinery of Negotiation is applicable, issues as to standard salaries, wages, hours of duty and other standard conditions of service, which have been agreed or decided in the prescribed manner to be issues of major importance and which have been previously considered by the Railway Staff National Council (RSNC).
3. The following constituted the RSNT during consideration of the present case:-
  - Lord McCarthy MA DPhil - Chairman
  - E Choppen, Esq - nominated by the BRB
  - G H Doughty, Esq - nominated by the Railway Unions
4. The Machinery of Negotiation provides that at the desire of the parties to the issue the RSNT may be assisted by representatives of the parties sitting as Assessors. On the present occasion, the Assessors were:-
  - BRB - A G Gouldstone, Esq., F Kitching, Esq.
  - NUR - T Ham, Esq., W Fordham, Esq.
  - ASLE&F - D Fullick, Esq.
  - TSSA - S Cohen, Esq., MP



5. Under the procedure laid down in Part VI of the Machinery of Negotiation, the parties forwarded statements of claim, defence and terms of reference to the RSNT.

6. The terms of reference were:-

"To ask the Railway Staff National Tribunal, established under Appendix, Part VI, to the Agreement in regard to the Machinery of Negotiation for Railway Staff, dated 28th May 1956, to consider under paragraph 65(b) the proposals of the British Railways' Board for the implementation of sub-paragraph 2(c) of the 1981 Productivity Understanding to footplate staff and to award".

7. The RSNT heard the parties on 15 and 16 March 1982. The case for BRB was submitted by Mr C A Rose. Submissions were made for NUR by Mr R Tuck and for TSSA by Mr T Jenkins. Mr R Buckton replied on behalf of the ASLE&F. The hearing was in public as agreed by the parties.

8. Between the 30 March 1982 and 2 April 1982 the members of the Tribunal accompanied by the Assessors, visited York, Polmadie (Glasgow), Bristol Bath Road and Euston where they had the opportunity to meet local management and members of the Local Departmental Committees.

#### BACKGROUND

9. During the 1980 pay negotiations for workers in the railway industry the Board accepted commitment to a reduction in the standard working week by an average of one hour from 1 November 1981 providing this was in the context of discussion of measures to minimise the cost effect.

10. Negotiations on a pay increase for 1981 did not result in agreement; as a consequence the disagreement was referred for determination to the RSNT. In Decision No. 75 the RSNT recommended that 8% should be paid from 20 April 1981 with an additional 3% paid from 1 August 1981 (on 19 April 1981 rates of pay).

11. Following publication of Decision No. 75 the BRB and the three railway trade unions were unable to reach agreement at the Railway Staff National Council, the BRB stating it was unable to fund the additional increase unless there was more progress with productivity initiatives. Because of threatened industrial action it was decided to seek assistance from the Advisory, Conciliation and Arbitration Service (ACAS). Discussions at ACAS took place on 18, 19 and 20 August 1981 at the end of which two separate understandings were signed by BRB and the three rail unions. One on productivity committed the parties to complete discussions by given target dates on the open station concept, manning of passenger trains, variable rostering hours within limits to be negotiated, easement of conditions for single manning of traction units, manning of freight trains and the trainman concept. The second understanding in relation to pay provided for (1) the payment of an 8% increase in pay from 1 April 1981 (2) a further 3% increase in pay from the beginning of January 1982 retrospective to 3 August 1981 (3) deferment of the introduction of the shorter week from 1 November 1981 until the beginning of January 1982. The understandings reached in the discussions at ACAS were endorsed as agreements at a meeting of the RSNC on 27 August 1981.

12. The defined target date for agreement on variable day rostering was 31 October 1981 to facilitate the introduction of the shorter working week from 4 January 1982. Negotiations on variable day rostering commenced in each Section of Railway Staff Joint Council, were completed in December for Traffic Staff. Six meetings were held of the Railway Staff Joint Council (Locomotive Section) (RSJC Loco) between 2 September 1981 and 30 November 1981 but the target date was overrun without any agreement being reached.

13. Following the 30 November meeting at which there was a recorded failure to agree, an RSNC meeting was held on 2 December. At this meeting there was a recorded failure to agree on the method of implementing the shorter week for footplate staff. The Board endeavoured to arrange a return to ACAS under the terms of the August understanding, but this was unsuccessful.

14. On 23 December 1981 the BRB wrote to the ASLE&F and NUR



notifying them that for those staff covered by the RSJC (Loco) they would not introduce the shorter week from 4 January 1982 nor would they make payment of the additional 3% increase in wages.

15. As a result of this decision by the BRB the ASLE&F took industrial action.

16. Talks at ACAS on 19, 22 and 26 January 1982 failed to resolve the dispute between BRB and ASLE&F. The Chairman of ACAS announced on 2 February 1982 the setting up of a Committee of Inquiry. After taking written and oral submission from BRB, NUR and TSSA on 9, 10 and 11 February 1982 the Committee made certain recommendations. ASLE&F, although invited to do so, made no formal submission to the Committee and were not represented at the hearings. The Committee's summarised recommendations were as follows:

"Para 113.

(1) The ASLE&F should confirm its continued commitment to the understandings of August 1981 as endorsed by the RSNC - in specific terms sub-paragraph 2(c) of the productivity understanding and paragraph 2 of the understanding on pay.

(2) The parties should agree to procedure for dealing with the way in which sub-paragraph 2(c) of the productivity understanding is to be applied to locomotive grades.

This should take the following form:-

(i) There should be a meeting of the RSJC (Loco) within seven days to consider the Board's proposals to implement sub-paragraph 2(c). Unless agreement is reached within seven days, or the RSJC (Loco) agrees to extend the period, a failure to agree should be recorded at a meeting of the RSNC held within a further two days.

(ii) Unless, at the meeting of the RSNC agreement is reached, or the RSNC agrees to extend the period,

reference should be made to the RSNT. This reference should take preference over all other outstanding references.

(iii) Unless there is agreement to extend the period of consideration by either RSJC (Loco) or the RSNC, the parties should agree to a hearing before the RSNT on one of the following dates:- 15, 16 or 19 March 1982.

(iv) Reference to the RSNT should be by the use of either Paragraph 65(a) or 65(b) of the Machinery. If it is not possible to secure agreement for the use of binding arbitration, the parties hold agree to abide by the more customary procedure under Paragraph 65(b).

(v) The terms of reference for the RSNT should be as follows:-

"To ask the Railway Staff National Tribunal, established under Appendix, Part VI, to the Agreement in regard to the Machinery of Negotiation for Railway Staff, dated 28th May 1956, to consider under paragraph 65(a) (b) the proposals of the British Railways' Board for the implementation of sub-paragraph 2(c) of the 1981 Productivity Understanding to footplate staff and to award".

(3) As soon as the procedure is agreed the ASLE&F should agree to call off all forms of industrial action. At the same time the Board should implement paragraph 1(ii) of the 1981 Pay Understanding.

(4) On the publication of our report the Chairman of ACAS should bring the parties together to assist the parties to draw up and agree the terms for its implementation."

17. Following talks at ACAS on 17/18 February 1982 the recommendations of the Committee of Inquiry were accepted by BRB and the three rail



unions. At a meeting of the RSJC (Loco) on Thursday 25 February 1982 BRB and ASLE&F recorded a failure to agree on the Board's proposals for the implementation of sub-paragraph 2(c) of the 1981 Productivity Understanding. A failure to agree was also recorded at a meeting of the RSNC on Monday 1 March 1982. The problem was referred to RSNT in accordance with the Committee of Inquiry's recommendation in paragraph 113(2)(ii) of its report.

#### MAIN POINTS OF THE SUBMISSION BY THE BRITISH RAILWAYS BOARD

18. The 1980 Pay Agreement which included a commitment to the reduction of one hour in the standard working week from 1 November 1981, was clearly understood to be on a minimum cost basis requiring negotiations on changes in national agreements and working practices. This was entirely consistent with RSNT Decision 63. The items tabled by the Board for negotiation included flexible rostering and easement of traction manning arrangements.

19. The Board's adoption of the 8% plus 3% pay increase, recommended by the RSNT in Decision 75, followed the understanding reached with the assistance of ACAS that there would be trade union commitment to negotiate on six specific items with target dates named for conclusion of agreement. The six items included Variable Day Rostering and Easement of Conditions for Single Manning, both with a target date of 31 October 1981.

20. The wording of the understanding was that "negotiations shall take place to establish variations to the rostering agreements with a view to introducing some flexibility around the 8-hour day, but without producing an unreasonable variation in the length of each working day or week." That could only mean, for footplate staff, the intention of the understanding was to change the existing agreement relating to the guaranteed 8-hour day, altering this to coincide with the span of variable day decided.

21. In subsequent Railway Staff Joint Council (RSJC) (Loco Section) discussion, ASLE&F failed to honour the understanding reached at ACAS on 19 August 1981, by refusing to depart from the 8-hour guaranteed

day which in the Board's view the ASLE&F morally had agreed to do, or to make positive progress on easement of associated traction manning conditions.

22. Methods of implementation of the shorter working week at minimum cost through changes in roster practice had been negotiated and were being applied to all other groups of railway staff. It was reasonable to expect a similar outcome for footplate staff.

23. The existing 63 year old rostering arrangements for footplate staff were too rigid and were no longer appropriate to the present day requirements of the business. The practicability of variable day rostering was not in doubt. It was demonstrated by its application to train crew in other major European railway systems and to guards by BR.

24. The 8-hour guaranteed day was the main issue. The Board's view was that it was clearly understood in principle in the August discussions at ACAS that there would be a move away from the rigid 8-hour guaranteed day. The Tribunal had heard the NUR comment about what that union understood. The RSJC negotiations were to decide the new parameters, not the principle, not whether variable rostering should be implemented but how.

25. An integral part of the Board's proposal for variable day rostering was to vary the length of single manning of traction in sympathy with the rostering variations, and the Board maintained that this part of its overall proposal for easement of traction manning fell within the Tribunal's terms of reference.

26. The new variable day rosters proposed for footplate staff would reduce overall working time. They were the key to the implementation of the shorter working week. They would enable more effective use to be made of paid time so increasing efficiency, productivity, and offsetting the cost effect of a shorter working week. They would help to reduce the unsociability of footplate work by enabling the introduction of more rest days, the grouping of rest days to gain longer periods clear of duty and lessen the incidence of signing on and off between midnight and 5 a.m. The new rosters did not put at risk the first cornerstone



of railwaymen - safety; the Board resented any allegation that they would put forward proposals which could jeopardise safety. The ASLE&F views about health risks were not supported by medical evidence.

27. Footplate rosters, as hitherto, would be a matter for local negotiation. Equivalent new rosters for guards had been discussed and approved at Local Departmental Committees; they were practical and they were being worked.

28. The Board's proposal for a 7 to 9 hour variable day for footplate staff was reasonable flexibility around the 8-hour day. The draft agreement was parallel to that agreed by NUR for guards who had hitherto had similar rostering arrangements to footplate staff. The proposal did not represent a worsening in conditions; it would not disadvantage employees either financially or socially. That was not just the Board's view; it was also the view of the NUR. The ASLE&F accusations about earnings effect were unfounded and incorrect.

29. The sole item out of the six listed in the understanding made at ACAS on 19 August on which there had been a recorded failure to agree and no willingness whatever, by ASLE&F, to meet the commitment to negotiate a change away from the current practice, was the question of variable day rosters including the associated change in manning. However, the Board attached similar importance to each of the other five items and expected the commitments given by the Trade Unions to be met on all of them. The August 1981 pay understanding would not have existed in the form it did if it had not been preceded by the productivity understanding. NUR and TSSA had demonstrated that they each recognised, and continued to recognise, their commitment to negotiate and reach agreement on the listed productivity items. ASLE&F were parties to the same understanding.

30. The object of the variable day rostering item was to negotiate the extent of flexibility around the 8-hour day. Proposals were made by the Board and subsequently by the NUR, within negotiations at RSJC (Loco) between September and November 1981. The ASLE&F had adopted a completely negative attitude asserting what could not be done. When

they eventually refused to vary the 8 hour guaranteed day agreement they did not make any other constructive proposals or propose any other form of flexible rostering that could have met the principles described in the paper the trade unions were given in February 1980 and which was discussed formally at the RSJC (Loco) meeting of 18 March 1980 or which would meet the terms of the 1980 pay agreement. Their only alternative which was a false form of flexibility built on to continuance of the 8-hour day was a maximum cost solution; it would cost £10.9m per year more than the Board's proposal for footplate staff alone; similar treatment for all staff could cost over £90m per year.

31. Bearing in mind the very clear commitment reached at ACAS on flexible rostering the ASLE&F refusal to change from the 8-hour guaranteed day agreement was a clear breach of a double commitment. On record at RSJC (Loco) was a refusal to honour the ACAS commitment on flexible rostering; this was repeated at the RSNC meeting when the shorter working week was being discussed. It had been made clear by NUR and BRB that flexible rostering and the shorter working week were linked to the same need to change the 8-hour guaranteed day agreement. The concept of flexible rostering had been well known to ASLE&F since the RSJC (Loco) meeting of 18 March 1980, and even before.

32. The Board made efforts to RSJC to negotiate the parameters of flexibility but failed to get ASLE&F to negotiate change from the 8-hour guaranteed day. Later in January 1982 again with the help of ACAS the Board expressed willingness to submit the dispute to the RSNT under Clause 65(a). Against the record of meetings and decisions the failure by ASLE&F to honour its commitment was outstanding.

33. The decision of the Tribunal was crucial to the future of the industry. In essence the question was whether BR should be tied indefinitely to agreements which limited its efficiency and which could be changed without overall disbenefit to the workforce. The railway industry had to change to compete: it had to compete to survive.

34. BRB emphasised the critical importance of productivity and efficiency to the whole future of the railway. Although the dispute



centred specifically around the question of flexible rostering, this was only one of several key elements in the Board's determination to secure a better future for the railways and safeguard the jobs of the people who worked in the industry. The Board together with the Trade Unions were pressing the Government for a higher level of investment, of which the electrification programme formed an important part, and for a stronger financial framework within which the business could be operated.

35. In putting forward that demand BRB had a responsibility to demonstrate that they were making the maximum contribution; that they were using effectively the equipment and manpower they had and that they were prepared to change their methods and working practices where this could lead to more efficiency. Importance was attached to the objective of improving the pay and conditions of the workforce. BRB had consistently argued they could help themselves to generate the possibility for improvements from their own efforts.

36. There was nothing new in the Board's determination to move forward on productivity. This was again emphasised in the negotiations on pay in 1981 and the understandings reached with the help of ACAS in August 1981. The BRB agreement on pay was only possible because the Trade Unions - all of them - freely committed themselves to meaningful progress on productivity.

37. The resolution of the dispute was vital to the future of British Railways. If it was resolved positively it could help towards a better future - a future where it could be said with confidence that all were prepared to make their own contribution and ask the nation to make its contribution towards that better system which the country needed and deserved. But if it was not resolved, if BRB and the railway Trade Unions declined to make even the first, modest step forward, the future was bleak.

38. BRB asked the Tribunal not to be influenced by emotive assertion or innuendo and to decide on the facts as follows:-

- (1) that ASLE&F had failed to meet their commitment to

negotiate a departure from fixed 8-hour day rostering;

- (2) that the proposals made by the Board for variable day rostering of footplate staff were reasonable;
- (3) that the draft agreement on variable rostering within 7-9 hours should be adopted and implemented, together with the draft agreement adjusting traction manning arrangements;
- (4) that the parties should expedite negotiations on the remaining items to which they were committed in the understanding on productivity reached at ACAS, in order to order to reach agreements within the machinery on a minimum timescale.

#### MAIN POINTS OF THE SUBMISSION BY THE NATIONAL UNION OF RAILWAYMEN

39. A reduction in hours of work was seen by the Amalgamated Society of Railway Servants, the forerunner of the NUR, as an essential part of improving conditions. An agreement was reached with the Board of Trade in December, 1918, which established the 8-hour day from 1st February, 1919, as part of an improvement in all conditions. While the guaranteed 8-hour day was an important improvement in conditions at that time, the main purpose of its introduction was a reduction in the working week which then became 48 hours. Against the background of the Union's history of struggle for shorter hours of work, a campaign which is continuing - the NUR has now reached an agreement on hours of work which has led to an overall improvement in its members' conditions.

40. In February, 1979, the NUR submitted a claim to the RSNT for a reduction in the working week from 40 hours to 39. In Decision 63, the Tribunal recommended that the Unions and the BRB should establish joint arrangements to study the implications of moving towards a shorter working week. This study would consider how far there was scope for reducing hours without raising costs or reducing services, e.g. by re-rostering or other ways of improving the effective use of time.



41. No progress was made on the Tribunal's recommendations and they were overtaken by the 1980 Pay Agreement which agreed a reduction of one hour in the standard week 'providing this was done within the context of measures which will minimise the cost effect'. The BRB expressed the view that, bearing in mind the objective of minimising the cost effect, the shorter working week should be introduced, where possible, by reducing each working day by 12 minutes. On the other hand, the NUR's policy was that the 39-hour week should be implemented on the basis of an additional rest day every eight weeks. The BRB could not accept this. They had previously said that discussions on the shorter working week could not be separated from their proposals on flexibility of rostering, and the NUR now agreed to discuss the 39-hour week in that context.

42. Flexibility of rostering was an item of productivity that had been under discussion since early in 1980 and was the subject of one of the understandings on productivity agreed at ACAS in August, 1981. The NUR had objected to the Board's earlier proposals which proposed variability of turns between 4 and 12 hours because of the excessive length of variation of shifts and the diminished role of Local Departmental Committees. The ACAS understanding was of great value because it specified that some flexibility would be introduced around the 8-hour day without producing unreasonable variations. Following ratification of the ACAS understandings, a time table of meetings of RSJC (Traffic) and RSJC (Loco) was drawn up. The NUR and the BRB reached agreement by December, 1981, on variable rostering for Guards and other Conciliation Grades of between seven and nine hours. It was not possible to reach agreement for Locomotive Staff.

43. The NUR saw the agreements for Guards and other Conciliation Staff on variable rostering as good agreements. They made the working life of Railwaymen more sociable. An increase in the number of rest days, grouping of rest days, reduction in unsocial booking on and off times, the inviolate right to free days, and a 39-hour week, had all been gained at little expense in terms of increased variability of rosters. An important change was that the agreements gave staff the absolute right to agree rosters rather than have them imposed by Management.

44. Most importantly, it had been agreed that a guaranteed day's payment would be made for the hours a man was rostered on in any day. This guarantee was made within the overall guarantee of 39 hours' pay in a week. While the 8-hour guaranteed day had gone it had been replaced by an agreement which was equally watertight. The agreement on payment provided similar guarantees for overtime, and unsocial hours payments, and provided that staff would be as well off as under existing agreements when off sick, or on leave.

45. The BRB had agreed the savings accruing from the operation of flexible rostering would be recorded, and used to improve conditions of service of the staff concerned.

46. The attractions of the Guards' agreement reached by the NUR had been readily appreciated at Sectional Council and local level. In general new rosters were being agreed and implemented. The latest figures showed 190 out of 304 Guards depots had already agreed to variable rosters. Of these, 137 had already implemented, and the figures were increasing daily.

47. The NUR had consistently taken the line that they expected to achieve an agreement on flexible rostering for their Footplate members which would be in line with the Guards' agreement. The latest proposals, presented at RSJC (locomotive) on 25th February, 1982, had gone a long way towards the NUR's position, and the Union did not see any difficulty in redrafting the proposals to coincide with the Guards' agreement. Changes in the manning agreement could be considered once flexible rostering had been agreed.

48. ASLE&F had objected to flexible rostering because it was complicated and would effect not only the social lives of staff, but also the smooth working of the train services. They had said that Drivers would be particularly effected by variation in the length of turns because of stress and strain. Mutual exchanges of turns of duty would be difficult. The NUR contended that their flexible roster agreement improved the social lives of staff, and reduced stress and strain. The smooth working of train services would not be affected. Mutual



exchanges of turns could still be made. The advantages of their new flexible rostering agreement far outweighed any disadvantages.

49. ALSE&F had said in discussions at RSJC (Loco) that they would be prepared to consider flexibility between 7 and 9 hours providing the guaranteed 8-hour payment was maintained. This contradicted their argument on unsociability since it indicated a willingness to negotiate rosters of different lengths.

50. The NUR had agreed to an end to the guaranteed 8-hour day because they recognised the benefits of a shorter working week, and an increase in rest days. They had accepted in its place a guaranteed rostered day and a guaranteed 39-hour week. The NUR realised also that the increased productivity from flexibility of rostering would bring savings to the Board, and the Union would expect a share for their members. ASLE&F, on the other hand, by insisting on retaining the 8-hour guarantee with separate payments for overtime were blocking the introduction of flexible rostering by imposing a cost on the Board in excess of the expected savings.

51. In the NUR's view, it was perfectly feasible to introduce variable rosters for Footplate Staff. The NUR emphasised that under no circumstances should the Tribunal's decision interfere with, or undermine, the agreements which the NUR had successfully negotiated.

#### MAIN POINTS OF THE SUBMISSION BY THE TRANSPORT SALARIED STAFFS' ASSOCIATION

52. There were mistakes by both BRB and ASLE&F, so that all sides could be castigated but all had to live as one railway family in the difficult times ahead. On the one hand, BRB had not acted properly bearing in mind that at no point in the agreement reached at ACAS, or at subsequent RSNC meetings, was it ever determined that the payment of 3% would be withheld if certain matters were not resolved. On the other hand, ASLE&F were in the wrong in that they had not been able to deliver in line with their commitment to productivity set out in the understanding on that matter reached in August 1981 after two long and exhausting days, before the drafting of the understanding on

pay. Whilst the two understandings were separate and distinct, they hung together.

53. The Tribunal's terms of reference were quite specific. The significant part being "to consider the proposals of the British Railways Board for the implementation of sub-paragraph 2(c) of the 1981 Productivity understanding to footplate staff and to award". Only one small but very important aspect of the settlement reached in August 1981 relative to rates of pay and productivity.

54. Sub paragraph 2(c) of the 1981 Productivity understanding had significance for all railway staff because it called for negotiations to take place to establish variations to the rostering agreements with a view to introducing some flexibility around the 8-hour day, without producing unreasonable variation in the length of each working day of week. So far as salaried staff were concerned this did not pose any real problems because for many years, provided agreement could be reached at local level, rostering arrangements had been flexible in the extreme. In many instances rosters had been agreed giving a span of daily hours ranging from 4 to 12 hours. The majority of rosters revolved, however, around 7 to 9 hours per day but some rosters spread over 9 weeks giving a total of 333 hours - that is 37 hours per week for 9 weeks were actually worked in 28 turns of duty. Among salaried staff there was a need to reach local agreement which took fully into account local circumstances local requirements and the exigencies of the services that had to be provided. There was not just one method that could be slavishly applied to all.

55. It followed there would be differences of approach by different groups. Whilst there was little doubt the agreement reached by the NUR and the BRB in respect of variable rostering for staff covered by RSJC (Traffic) was felt to be the proper method for the particular group of staff, it could well be that all or some or none of that agreement would be appropriate for footplate staff.

56. It was important that general guidelines were set down at national level which could then be implemented by agreement at local level taking



into account all local nuances. The general guidelines may, or may not, mean that old established practices and even old agreements had to be revised. Such was the price of progress. What was important was that every member of the staff whatever daily hours he worked received the agreed rate of weekly pay for each week worked.

57. Figures were available to demonstrate that the railway trade unions were honouring their commitments to productivity. In the period May 1980 to May 1981 some 6,000 posts covered by the 1956 Machinery of Negotiation and Consultation were saved yielding a saving of some £32m per annum. From May 1981 to September 1981 a further 6,000 posts have been saved giving an additional saving of £26m per annum. The total situation since May 1980 and up to 26 December 1981 showed that in excess of 14,000 posts have been eliminated with a total annual saving of £65½m. If this was set against the anticipated saving of £12m spread over 5 years from flexible rostering the whole matter was put into correct perspective. Prior to the recent industrial dispute the BRB was expecting an undershoot of about £10m on the External Financing Limit of £920m. The cumulative trading position was a minimum loss to 31.12.82 of £237m.

58. Savings of posts were continuing to be made at a rate of approximately 150 per week. Only a few weeks back TSSA agreed alterations to the BRB Financial Accounting procedures which when fully implemented would result in the saving of some 1,150 posts. Financial savings of around £4m per annum would be obtained from this project solely related to salaried staff.

59. The staff required by Management to work out revised rosters were members of the salaried staff or members of the Management Staff. They had the experience to formulate new rostering arrangements around the 8-hour day which they felt would be acceptable. They were waiting to be told what was required.

60. TSSA had co-operated fully in productivity to ensure that the railway industry survived so that there were jobs for its members. It urged other groups for staff to give serious consideration to changes

that may be necessary to ensure the continuation and even development of the railway system. If the railways were closed down in part or whole, traffic would be lost which would never be regained and the livelihood of many more railwaymen would be gone.

61. The approach to productivity, rationalisation or reorganisation had always been that some of the benefits should be returned to the staff. Colleagues in other areas needed to make the same contribution to protect as far as was practicable the jobs of their members.

62. It was the view of TSSA the terms of reference only allowed the Tribunal to look at paragraph 2C of the productivity understanding; that related to variable day rostering. BRB had asked the Tribunal to look at manning levels which came under paragraph 2D as opposed to paragraph 2C. TSSA agreed, however, with the sentiment that all parties should expedite negotiations on the remaining items of productivity. The dispute had affected adversely BRB finances so that the railways would be looking for greater saving to redress the enormous adverse financial situation.

63. TSSA asked the Tribunal to study the words of paragraph 2C very carefully because they called for variations - that was alterations - to rostering agreements. The word was agreements and not arrangements.

64. The Tribunal had a very difficult problem. It had to point everyone in the right direction to solve the present difference of opinion between ASLE&F and the BRB.

#### MAIN POINTS OF THE SUBMISSION BY THE ASSOCIATED SOCIETY OF LOCOMOTIVE ENGINEERS AND FIREMEN

65. The eight-hour guaranteed day was a bedrock of the locomotive-man's agreements and it would not be relinquished by either the Society or its members. The Society was not in favour of any movement from this position and refuted statements that a commitment had been made to the contrary. Discussions with BRB on some variation of rostering arrangements had not been ruled out provided that it was within existing agreements. No other group of workers in any industry



worked more flexible hours than train crews. BRB was now reduced to proposing changes that would be a disadvantage to the working conditions of footplate staff; changes that would achieve nothing but a reduction in the wages bill.

66. The complexity of the flexible rostering issue had been confirmed by events which had occurred since BRB had proposed changes in March 1980. At that time Railway Representatives had undertaken to supply examples of the proposals to the Trade Unions but these had not been forthcoming until 27 August, 1981. It was evident that the issue of flexible rostering had not been at the forefront of the minds of BRB until the middle of 1981. The issue had appeared to become of paramount importance only when agreement had been reached on the 1981 pay claims.

67. However, the proposals had been deemed unworkable by footplate staff. Present agreements allowed Management to roster between seven and nine hours, and over nine hours with the agreement of those concerned. The changes envisaged by BRB would be almost entirely to the disadvantage of footplate staff, demanding as they did that ASLE&F members should compensate their employer for the time they could not be found work by working longer hours on other occasions. The elimination of the eight-hour guaranteed day would be principally a device to reduce pay and would have little to do with the more efficient use of manpower. Examination of rosters now supplied showed that men would be as much as £32.08 per week worse off financially if their wages were calculated in accordance with arrangements proposed instead of current agreement. The variation of the length of the working day would make it practically impossible for individuals to exchange shifts for personal reasons.

68. Agreements applicable to conciliation staff other than locomotive-men for the introduction of flexible rostering did not affect the Society's position. It represented 98% of footplate staff and had clearly indicated that flexible rostering was impractical for locomotive-men. The nature of a driver's work, coupled with the irregular and unsocial hours of duty, which necessitated starting and finishing at

all hours round the clock meant that demands upon drivers were different from those of other staff and this had been recognised by the RSNT as shown by Decision Number 42. Driving a train was a responsible occupation creating a great deal of stress and strain on the driver. To exceed eight hours single manned could put drivers beyond the limit of tolerance and create further problems, not only for the individuals concerned but for the railway industry as a whole. The increase in the irregularity of the working day and week would inevitably lead to greater stress levels, increase the risk of medical failure and lower safety standards.

69. The Society also objected to variable rostering on a number of other accounts. There would be a further curtailment of the limited social life of footplate staff as the new arrangements would make it virtually impossible to exchange turns for personal reasons. Additionally variable rostering would increase the complexity of arranging rosters and as staff would be required to work a diverse number of hours, many local agreements on link working could not be operated.

70. The Society had said that the Board had been critical of its refusal to relinquish 1919 agreements, saying such agreements were now outmoded yet the Railways Board was steadfastly adhering to immediate post-World War One agreements in order to maintain practices which in the 1980's would not be tolerated in other British industries and certainly not on the railways on the continent of Europe. The Society had since 1967, pursued an application for the 30-minutes physical needs break granted to drivers working single manned to be extended to all footplate staff on train working. The Board had not conceded the application, which was still being pursued, and during the course of negotiations had referred to the additional cost of such an arrangement.

71. After seeking an improvement for many years, the Society was now faced with BRB proposals which would worsen the entitlement of footplate staff to physical needs breaks; although this was already, by modern standards, pitifully inadequate. Management wished to revert not just to procedures which had been found wanting and discarded many years ago, but to introduce arrangements which would have been



considered unacceptable even in 1919 at which time far less consideration was given to staff amenities. The Board's proposals were far from explicit, however, and in particular did not indicate whether the arrangements would be applicable to single manning. Neither was it stated whether the physical needs break would be clear of all walking time, where the break would be taken nor what amenities would be provided.

72. The Society voiced its opposition to any extension of single manning beyond the eight-hour programme. Such an extension would impose unacceptable levels of stress on drivers and might impinge on safety. ASLE&F had always readily co-operated in respect of the introduction of new working practices when benefits would accrue to the industry. Productivity gains since nationalisation had been substantial and locomotivemen had contributed the biggest saving. The Board had indicated that it wished to obtain greater benefits than those negotiated and agreed in 1965 and yet there had been no suggestion of compensation to ASLE&F members for the additional responsibility which they must assume, despite the fact that during the seventeen years which had passed since the 1965 agreement even greater stress and responsibility was being placed upon drivers by new technology and working practices. The introduction of High Speed Trains, the Class 56 Locomotives and far more intensive working being cited as examples.

73. The 1980 pay agreement had provided for negotiations to take place on the manner of implementation of a one-hour reduction in the standard working week from 1 November 1981. The Society felt that a reduction in working hours was long overdue, particularly in view of the general trend towards shorter hours in both Britain and the rest of Europe and the nature of footplate work. ASLE&F's Executive Committee considered an additional rest day every eight weeks was the only practical and acceptable method of introducing a reduction in the working week. However, they were prepared to accept the suggestion made in the Committee of Inquiry's Report that the method of implementing the shorter working week should await the outcome of the dispute on flexible rostering since it was the subject of contention between the parties.

74. BRB had placed tremendous emphasis upon the arrangements for flexible rostering which were in operation in countries on the continent of Europe. The Society made no apology for saying that the Board was being less than honest in its approach by not producing papers setting out all the conditions of employment and amenities which were provided by their European counterparts. Evidence was presented by the Society to rectify this giving details of the conditions of employment in relation to hours of work, earlier retirement, annual summer and customary holidays of train drivers in other countries to support the contention that ASLE&F members compared unfavourably. The question of flexible rostering may perhaps be looked at in a different light if they were accorded pay and conditions of employment similar to those enjoyed by footplate staff in the countries cited.

75. The Board had impugned the integrity of the Society by saying that it was regrettable the way minds had been closed to the possibility of successful change. Refuting this, the Society said that its point of view had been clearly stated and differed from the Board's proposals because the men who opposed the acceptance of variable programming had a far greater practical knowledge of what was involved than those who were not on the track, working locomotives.

76. The Society also stated that in its view its obligations to negotiate on productivity had been fully met. Talks with BRB were continuing on the introduction of one man operation of trains and the open station concept was being discussed within the Salaried Section of the Railway Staff Joint Council. ASLE&F had joined the discussions and entered into negotiations with the Board on many aspects of productivity. Where proposals had been considered practicable and of an advantage to the industry, full co-operation in the introduction of the new arrangements had been offered.

#### DECISION NO 77 OF THE RAILWAY STAFF NATIONAL TRIBUNAL

##### A. The Nature of Our Task

77. We consider this to be the most difficult reference we have had to deal with since our involvement with the RSNT. It is also the most complex and far-reaching since Decision 42, which was published in 1974. The degree of difficulty suggests to us a willingness to



explore ways out of an impasse which have not been tried already; there must be a willingness to consider new avenues of advance or we cannot hope to arrive at an acceptable settlement. The fact that the disagreements between the parties are complicated and extensive means that this has to be an unusually lengthy award on which the tribunal has had to spend a considerable time. It has not been possible to arrive at simple and easily stated solutions. We have needed to explain how we see the problems and how we envisage our recommendations being applied in some detail.

78. To help make up our minds it was found necessary to go beyond the written submissions of the parties and ask for considerable additional information, which it has taken time to prepare and digest. We also had to arrange for a programme of visits involving several depots and railway installations. As a result we were able to obtain the opinions and experience of both drivers and guards. These visits taught us a great deal, which we hope will be evident in our report. All additional information, and the programme of visits, was arranged through the good offices of our assessors who accompanied us throughout. We should like to thank them for their usual courtesy and willingness to assist us at every stage of our inquiries.

79. Our award is divided into four parts. In part B which follows we state the essence of the difference between the parties which we feel we need to understand and resolve. Part C is concerned with our answer to the main questions which we feel follow from these differences. Part D contains our specific recommendations for resolving such differences. The remainder of this section is concerned with our involvement in the dispute so far and our present terms of reference.

80. In Decision 63 of the Tribunal, published in June 1979, we responded to a reference from all three unions claiming 'A Shorter Working Week'. Our view was that if there were significant labour costs involved, as we felt there might be, we were 'unsure how far the unions and their members would wish to obtain a substantial hours reduction in preference to other improvements in terms and conditions'. We were also concerned about the fact that the parties were not agreed about the scale and direction of these costs or their impact on services. The Board was concerned that substantial increases in cost were unavoidable.

The unions took the view that the Board exaggerated the problem and felt that there were ways of diminishing their impact. In particular we noted:

'The ASLE&F, for their part, accept that it would be difficult to implement a shorter working week without increasing costs, but they say that the costs could be reduced by more efficient rostering and more efficient ways of doing the job'.

81. Our decision at that time was that there should be appropriate 'joint arrangements to study the implications of moving towards a shorter working week on the railways', and we went on:

'Such a study would need to consider how far there is scope for reducing hours without raising costs or reducing services - eg. by re-rostering or other ways of improving the effective use of time. It would also need to consider whether certain changes or re-arrangements in services would be practical, within the context of a nil cost approach.

To the extent that some increase in costs was found to be likely, attempts should be made to quantify these in a reasonable and acceptable way ..... The parties would be free to decide the pace at which they wished to move towards a reduction in overall working hours and the appropriate stages, if necessary. They would also be free to decide the relative priority they desired to give a reduction in hours'.

82. The 1980 Pay Agreement included a provision to move towards a reduction of one hour in the working week in a way which would 'minimise the cost effect'. It also included a commitment to progress negotiations on changes in national agreements and working practices. Among the items already tabled by the Board for negotiation was more flexible rostering and easement of traction manning standards. Arising from this agreement, in August 1980, the Board wrote to the unions declaring that in their view 'future discussions between us on the shorter working week cannot be separated from the Board's proposals on flexibility of rostering'.

83. But these discussions were not completed when the RSNT was asked to make an award on the dispute arising from the 1981 pay claim, and it was made quite clear to us that the current proposals for improving productivity which they involved 'were not before us as a Tribunal'.



We were asked by all parties to decide without taking productivity into account. What we faced was a final offer of 7%, against a claim in which the unions were arguing that a restoration of the rates appertaining after Decision 42 would require an increase of 29%.

84. We decided that 'Given the financial position of the industry we cannot see our way to propose anything approaching a restoration of the 1974 position'. Our solution was a two stage increase: 8% from April the 20th and a further 3% from August the 1st.

85. The Board felt that they could not agree to the second stage of our award without a further commitment from the unions to make progress with productivity talks. As a result there were joint discussions with the assistance of ACAS; against the background of a national strike threat from the NUR and ASLE&F. The result was two 'Understandings' on pay and productivity embodied in agreements between the parties. Progress was made in implementing these agreements but they eventually led to an industrial dispute between the Board and ASLE&F, an ACAS Committee of Inquiry and, in the course of time, this reference.

86. Since, in our role as members of the Committee of Inquiry, we have already pronounced on the disagreements over the implications of the pay understanding we make no further reference to those disagreements here. However, it is necessary to stress that they had their roots in prior disagreements between the Board and ASLE&F which have re-emerged as the subject of this reference. These related to certain parts of the productivity understanding, where the Board took the view that the Society's members were not entitled to a further payment of 3%, due under the pay understanding, because their union had adopted an unreasonable and unjustifiable interpretation of sub-paragraph 2(c). This reads:

Variable rostering hours within limits to be negotiated.  
Negotiations shall take place to establish variations to rostering agreements with a view to introducing some flexibility around the 8 hour day, but without producing unreasonable variation in the length of each working day or week. These discussions shall be concluded by 31 October 1981.

The ASLE&F view is that the variations permitted under this clause ought not to involve any change in existing national agreements, most notably the 1919 agreement embodying a guarantee of eight hours pay, even where rostered time is of shorter duration. The Board do not agree.

87. In the Inquiry Report we recommended that 'ASLE&F should confirm its continued commitment to the understandings of August 1981', and in specific terms we mentioned two of these - ie. sub-paragraph 2(c) of the productivity understanding and paragraph 2 of the understanding on pay dealing with the introduction of the shorter working week.

88. We also proposed a procedure for dealing with the way in which sub-paragraph (c) should be applied to the Locomotive grades, which was to end in a reference to this Tribunal unless there was a settlement. To help expedite this process, and ensure that the RSNT would have terms of reference which would enable it to deal with the issues involved, we proposed the following terms:

'To ask the RSNT ..... to consider (under the appropriate paragraph) ..... the proposals of the BRB for the implementation of sub-paragraph 2(c) of the 1981 Productivity Understanding to footplate staff and to award'.

89. Our recommendations were accepted by the parties and were carried out. This resolved the dispute over the pay understanding but agreement was not reached over the Board's proposals for flexible rostering. As a result this reference has been made under Paragraph 65(b) of the machinery which means that the parties have agreed it may provide a basis for a settlement but on the clear understanding that the decision is not binding.

90. In the event the Board decided to submit 'updated proposals' to the unions when carrying out the procedure proposed by the ACAS Inquiry. These provided for variable rosters of between 7 and 9 hours and were 'modelled on the agreement already in operation for Traffic Staff'. In the Board's words:

'..... the three documents sent to the trade unions on 19 February are the firm and up-to-date proposals of the Board. The Board asks you to decide that variable day rostering should be implemented as they have proposed, ensuring



the payment arrangements outlined and with single manning up to 9 hours'.

91. We produce these documents in full in Appendices A-C of this report. At this point it is only necessary to make clear their salient features. They deal with three subject areas: objectives and methods; payment principles; amendments to the manning agreements. The objectives are more productive use of time, a reduction in unsocial hours, an ability to increase and group rest days and:

'..... to facilitate the implementation of the 39 hour week at minimal cost'.

92. Methods of advancing towards these objectives include variations in programmes 'between the widest limits possible, '(Appendix A para 2.1)' as 'long a roster cycle as possible' (Appendix A para 2.2) and to provide more rest days a programme length which 'must be raised higher than the 7 hours 48 minutes average' (Appendix A para 2.3). Changes are also proposed in the national agreement governing physical needs breaks. These allow for an extension of the period within which a 30 minute break is required - that is, from 5 hours to 7 - plus its substitution by two or three breaks of shorter duration (Appendix A para 3.1). It is also provided that 'arrangements for the equalisation of earnings between links 'should be taken into account. (Appendix A para 3.2e).

93. Payment principles largely concern the guarantee of 39 hours pay in any one week 'providing the rostered turns are worked'. (Appendix A para 4.1). On the question of manning changes the Board's proposals state:

Manning Agreement

'The existing manning agreement requires amendment to allow, for example, Single Manning beyond an 8 hour programme to achieve the variable day benefits shown in the exercise'.

94. However, we are only being asked in this reference to recommend changing 'the relevant parts of the draft agreement adjusting traction arrangements' - ie. those parts which involve double manning on trains rostered beyond 8 hours. More extensive changes, of the kind advanced

in the draft agreement of the 16th October last, should only be considered by the parties themselves when they come to consider the implementation of sub-paragraph 2(c) of the Productivity Understanding. As can be seen from our Appendix C, the draft agreement at paragraph 3 proposes that 'All traction, except as shown in paragraph 4, will be manned by one Driver only'. Paragraph 4.2, only requires second-men where they are needed to assist with 'steam heating boilers' and as 'a safety requirement'. Apart from these circumstances there will only be two men in a cab when two fully qualified drivers are needed for high speed and advance passenger trains.

95. The Board also told us that we should not pronounce on those parts of the draft document on flexible rostering which deal with the need to modify physical needs breaks. The spokesman of the Board, when asked if variable day rostering 'involves in your opinion changes in physical needs breaks' replied:

'No, Chairman. I suggest you dismiss from your mind this problem of the physical needs break because it is not an issue before this Tribunal..... We are saying that if we are successful in changing the rostering arrangements under clause 2(c), with the profile that I mentioned earlier about the length of turn single manning being associated with that, we move into clause 2(d) and try to negotiate further changes to the manning agreement, including the PN break. We have not got there yet'.

96. We comment below on the reaction of the ASLE&F to this view, and consider further how far our terms of reference necessarily involve us in discussing matters of this kind. In this respect it must also be noted that in the closing words of their submission the Board ask us to recommend

'.....That the parties should expedite negotiation on the remaining items to which they were committed in the ACAS understanding on productivity, in order to reach agreements within the machinery on a minimum timescale'.

97. The only other points that needs to be made concerning our earlier involvement so far in this dispute, and its impact on our approach to our present task, concerns what was said in the ACAS Inquiry Report at Paragraph 102. The Inquiry was asked by the board to decide in favour of the then existing proposals for flexible rostering for footplate staff. After summarising them the report continued:



'We fully understand the Board's viewpoint, and why it takes the view it does; what we feel is that within the context of its own commitment to improve productivity and contain costs the ASLE&F must be given an opportunity to make their case for an alternative solution in a forum where the Board can rely on receiving a speedy and independent judgement on the differences between them'.

We consider this opportunity has now been taken, and we turn to what we take to be the essence of the differences between the parties as they have emerged.

#### B. The Differences Between the Parties

98. The Board's case consists of five contentions: First, as a result of the 1980 agreement providing for the introduction of a shorter working week at minimal cost, and given the specific terms of the 1981 Productivity Understanding, ASLE&F have already accepted a commitment to a form of flexible rostering which involves moving away from the provisions of existing national agreements - most notably that which embodies the 8 hour guarantee. As the Board put it to us, the words used in sub-paragraph 2(c) 'could only mean' that such changes would be involved.

99. Second, in themselves the Board's proposals for flexible rostering for footplate staff are reasonable, practical and of considerable advantage to the grades concerned. Third, they provide the basis for cost reductions and a more effective use of a drivers' time. As such they constitute 'one very important part' of the 'new prospectus for British railways' which the board is seeking to obtain from government. Asked how critical they were to his proposals the spokesman of the Board said:

'We have said we want a higher level of investment; we have said that we want a stronger financial framework; we have said that we are determined to make our own contribution, which is improving whenever we can..... (to) our efficiency, effectiveness and competitiveness. That is what we have undertaken to do and this Board is not prepared to go on the basis of half that prospectus'.

100. Fourthly, the Board assert that the alternatives advanced by ASLE&F, which would operate within constraints set by existing national agreements, would not result in savings, but would involve additional expenditure and increased manpower. They would also involve working additional overtime. Finally, the Board's view is that the close working relationship between guards and drivers is such that 'it would be a totally untenable position to maintain variable rostering and a shorter working week for Guards without similar arrangements operating for footplate staff'. It would also preclude implementation of the Trainman Concept, which is the subject of sub-paragraph 2(f) of the 1981 Productivity Understanding.

101. The view of the NUR and the TSSA are identical to those of the Board on many of these points. Thus the NUR agree that sub-paragraph 2(c) involves a move away from the 8 hour guarantee, and the guards agreement on flexible rostering embodies this approach. On the other hand the union stresses that 2(c) does not cover changes in the manning agreement, which were not required in the case of guards. These are to be dealt with when the parties consider the implementation of 2(d). The NUR's view is that in the case of drivers:

'..... while changes to the manning agreement are required, if flexible rostering is to succeed in achieving its object, these should form a separate agreement. In other words, agree flexible rostering, then look at the manning agreement to see how it needs to be amended'.

102. Meanwhile, says the NUR the Board's proposals for footplate staff should be accepted as a basis for negotiation, subject to national and local agreement. They also argue that similar rosters should operate at both ends of the train, because they are advantageous to both groups of staff. They stress the benefits that would follow for drivers no less than guards; eg. shorter hours, more restdays, and the extension of a provision in the guards agreement specifying that for the first time:

'It is understood that any necessary working of rostered free days is dependent upon the willingness of staff to forego that period'.



103. The NUR also point to gains in the way the agreement is to be applied at local level, where rosters must be jointly agreed and the status quo must be observed if there is disagreement. After six months the operation of this agreement is to be reviewed. Also to be reviewed are the potential savings arising from flexible rostering under the terms of paragraph 3 of the Productivity Understanding. This provides:

'..... that specific rewards will be negotiated for those staff whose responsibilities are directly affected'.

Whatever rewards are agreed will be backdated to the time of the introduction of the new rosters. And the NUR told us:

'We expect real improvements in the conditions of service of NUR members to be financed out of the funds that flexible rostering generates, and the NUR would not want any Decision from the Tribunal which in any way undermines what the NUR has achieved'.

104. Finally, both the NUR and TSSA accept that progress on the Productivity Understanding is a crucial element in the Board's attempt to fulfill its investment and modernisation objectives. The NUR spokesman agreed that it was important, in this way, 'to get more money into this industry'. The TSSA pointed to the co-operation in the past that had made improvements in productivity possible - at the cost of very considerable reductions in staff. They pointed to still more recent reductions which had taken place since the date of the Productivity Understanding, demonstrating the continuance and importance of co-operation with the unions and their members.

105. But the ASLE&F position differs from that of the Board and the other unions in respect of each of the Board's arguments. We therefore consider their different reactions to each of them. First, they deny that they ever agreed to modify the 8 hour day agreement. As their spokesman put it to us:

'At no time did (the Board)..... put to us a direct proposal for the elimination of an agreement entered into in 1919 and which I am certain they would be well aware was held by all locomotive staff as being one of the key agreements on which their conditions of employment are based. The Board was either acting under a complete misunderstanding of our position, or indulging in wishful thinking, if it considered that my Society was prepared to agree to the revision of the agreement..... especially when there had been no discussions or negotiations on the effect of

such a relinquishment. For my part it is totally inconceivable that such experienced representatives, with a knowledge that they have of our industry, could believe that a Trade Union would issue such a blank cheque on behalf of its membership'.

106. So far as the introduction of the 39 hour week is concerned, the Society say that this is 'nothing to do with flexible rostering'. They argue that in Paragraph 109 of the Committee of Inquiry's Report we gave support to this view when we suggest that 'the method of implementing the shorter working week should await the outcome of the dispute on flexible rostering'.

107. Secondly, the ASLE&F contend that the Board's proposals are unreasonable, impractical and would represent a worsening of conditions of service. Unreasonableness partly arises because if footplaters worked the rosters proposed by the Board, without any modification of the 1919 agreement, they would earn much more money. This is because they would be guaranteed 8 hours pay for all rosters less than 8 hours and overtime rates for all time worked in excess of this period. Working it out this way the ASLE&F argue that 'the loss of pay amounts to up to £32.08 a week'.

108. ASLE&F also contend that it is unreasonable to expect footplaters to accept longer rostered hours because they are already 'at the limit of tolerance' - ie. performing 'highly stressful' and 'responsible' work, 'demanding absolute concentration and vigilance'.

109. They also complain of numerous other disadvantages, which would follow from irregular and unsocial hours of work, interference with rest day and holiday arrangements, a reduction in the availability of work for the lesser fit and the need to set aside established seniority rules. They suggest that the present practice, by which men are allowed to exchange turns will be made much more difficult when turns are of different lengths.

110. The Board's proposals are said to be impractical partly because of the disruption and uncertainty they will produce in established methods of working. They are also likely to be more costly to administer and to involve additional clerical labour.



111. As a result of all these factors the ASLE&F argue that flexible rostering on the model proposed by the Board, must be regarded as a significant worsening of conditions of service. The advantages advanced by the NUR do not cause them to modify this view in any way.

112. Thirdly, on the issue of savings and their importance to the Board's prospectus for change, the ASLE&F take a different view again. They feel the Board should be prepared to go to government and say: 'If you do not do something about it this industry is going to collapse'. They do not accept that flexible rostering, in the form advanced by the Board, will produce a significant saving, while any that result will only be available at the price of unacceptable reductions in their members conditions of work. They cannot accept that the proposals of the Board should be regarded as a matter of great urgency and significance.

113. Yet it should not be concluded from all this that the ASLE&F told us that it was unconcerned about efficiency and productivity. They claim that they accept the obligations they undertook as a result of the Productivity Understanding, which they re-affirmed when they accepted the recommendations of our Committee of Inquiry Report. They pointed to the past co-operation, which has made possible very substantial improvements - suggesting that 'locomotive men have contributed the biggest saving..... a 72 per cent staff loss'.

114. Fourthly, ASLE&F suggests that there are alternative forms of flexibility which have not been fully used. In particular they suggest building on our Award No. 54. In that Award we recommend that 'rosters in excess of 8 hours' should be agreed jointly under certain conditions. ASLE&F say that their Executive Committee 'will authorise negotiations with railway management in order to agree rosters around the eight hour day on the basis of what is contained in Decision Number 54'.

115. Fifthly, ASLE&F do not accept that the retention of the 8 hour day agreement for footplate staff need have implications for other grades, who, they argue, must be presumed to be satisfied with the agreements they have negotiated embodying flexible rostering. They point out that at the moment the two systems of rostering are operating

concurrently on the majority of trains. The question of how footplate staff are to advance to a 39 hour week in these circumstances is a matter they regard as a separate and distinct issue.

116. It can thus be seen that the ASLE&F take a very different view to the Board and the other unions on all of the central issues involved. But this is not the full extent of our problem. ASLE&F also argue that the proposals which the Board wish us to recommend are merely part of what the Board wants. They point to the fact that the proposals sent to them, which we have reproduced in our appendix, include 'changes in physical needs breaks (that) are unacceptable and unworkable. Also contained are plans involving the virtual extinction of work for second men. Moreover, in the case of flexible rostering itself:

it is clear that BR's ultimate aim is to carry this principle much further with an eventual 'flexibility' to 4-10, or even 4-12 hours, the principle being that drivers, whose lives are already greatly disturbed to fit in with the needs of the railway service (sometimes necessarily so) put their own time almost entirely at the disposal of the British Railways Board in every respect'.

In other words, ASLE&F view the proposals placed before us as only part of the problem. For them concessions on their part will only pave the way for further demands.

#### C. Questions to be Answered

117. We consider that if we are to make any useful suggestions for specific ways out of the present impasse we need to pose and answer four general questions. It helps us to state them briefly at this point in the following order: First, we need to define our own view of the agreements and understandings set out in Section One above - including our view of the difference between the Board and ASLE&F on the extent to which sub-paragraph 2(c) may be said to involve a commitment to modify existing agreements. Second, and in the light of what we decide, we must go on to consider how far the ASLE&F have met the test set out at paragraph 96 above - ie. provided us with an 'alternative solution' to the problem of how to apply sub-paragraph 2(c) to footplate grades. Third, we need to compare what they propose with the scheme the Board have advanced. Finally, we must draw our own conclusions on what our general approach should be.



118. It will be seen from Part A above that the RSNT has always sought to assist the parties in their joint efforts to arrive at solutions to problems which are compatible with the maintenance and improvement of productivity and efficiency. This approach goes back to Decision 42, which suggested that the link between pay and productivity might well be dealt with at the time of the annual pay settlement. For reasons which were sufficient and convincing at the time of the 1981 pay settlement, negotiations over productivity improvement were conducted separately from the annual pay deal. This may have been one reason why the Board was unable to advance an offer which was acceptable to the unions at that time. If so it helps to explain why the August talks at ACAS took the form they did after our Decision 75.

119. Indeed we regard the ACAS talks as an effort to progress the long standing talks on productivity, in order to gain agreement to the implementation of Decision 75. In effect the Board agreed to implement our Decision, in exchange for which the unions agreed to make progress on the six items listed in the Productivity Understanding.

120. It should be said that we see no reason to doubt that the economic and financial position of the railways is as stated by the Board and summarised at paragraph 99. That is to say, the Board is justified in believing that if they are to obtain the essential capital for investment and modernisation which they require from government, they must be able to demonstrate that they are making progress in implementing the 1981 understanding on productivity.

121. We take this to be the case, and we suggest that it is partly because they also share this view that the NUR and the TSSA feel as they do about the urgency and importance of continuing to make progress. We find ourselves unable to share the ASLE&F's more hopeful approach. We see no reason to suppose that if the Board did as they suggest the need to make progress on productivity improvement would become less urgent or important.

122. On the other hand, we feel that it can be demonstrated that progress has been made in the past. Figures put before us indicate that traffic carried per employee has continued to improve in recent years. Reductions in traffic volume, gauged in terms of passenger and freight tonne miles, have been less, proportionately, than reductions

in manpower. This indicates that the unions and their members have continued to play their part. As a result they have continued to lose members, and there is no sign that this tendency is yet to be reversed. They have also been prepared to accept far-reaching changes in technology and systems of work - including new methods of traction, signalling and office machinery of all kinds. Unfortunately, in the last two years or so, the benefits which might be expected to flow from all these changes have been undermined, or at least delayed, by the consequences on railway business of the continued recession and current constraints by Government on the input of public funds.

123. It is against this background that we have to determine what was in the minds of those who signed the August understandings, to which we now turn. The items listed in the Productivity Understanding derived from earlier proposals tabled by the Board. They were six in number. Those of no concern to this reference include sub-paragraphs (a), (b) and (e), dealing with the 'Open Station Concept', and other kinds of manning issues.

124. Central to our concern is sub-paragraph (c), but of consequential interest are both sub-paragraph (d) on 'Easement of conditions of single manning on traction units' and sub-paragraph (f) which deals with the trainmen concept. In the case of (c) our attention has been drawn to two features: First, the need to establish variations in rostering 'agreements', which is said to suggest that existing agreements, including the 1919 agreement, could not have been regarded as sacrosanct. On the other hand, it could be said that the reference here is to 'rostering', so that what is meant is an adjustment in jointly agreed rosters which are fixed at local level - ie. in LDC's. It is undoubtedly the case that nothing in the agreement specifically refers to the need to change a national agreement as such.

125. More pertinently, it has been put to us that the agreement, after talking of the need to establish variations in rosters, specifically states that this is to be done 'with a view to introducing some flexibility around the 8 hour day'. The crucial question is: what can we take the last four words quoted to mean? The Board has argued:

'This could only mean that the length of the turns would vary around 8 hours. 'Around' means 'on all sides of', 'round about', 'on every side', 'in a circle', .....It could not possibly mean,



in combination with the word 'flexibility', that all turns would be exactly 8 hours'.

126. We find this argument convincing, as far as it goes. On the face of it the words in sub-paragraph (c) do involve variations in the length of rosters, so that some are above 8 hours, but they need not be the majority. And as the Board also says, the paragraph goes on to refer to the need to avoid 'unreasonable variation in the length of each working day'. So this confirms that 'working days would vary in length' - yet we are given no guidance about how far they can vary, or what constitutes 'unreasonability'.

127. Moreover, the ASLE&F, as we understand their position, do not deny that variations of some kind could be involved; all they argue is that they must be confined within the limits set by existing agreements, and suggest that in this respect more use might be made of our proposals in Decision 54. Nothing in the words of sub-paragraph (c) helps us to decide if the more limited form of flexibility that would be possible under the ASLE&F approach is a reasonable interpretation of the agreement reached in respect of sub-paragraph (c). Much depends on whether or not what ASLE&F proposes can be said to represent an improvement in productivity. We are entitled to assume that concrete proposals for implementing this part of the Productivity Understanding will have this effect in one way or another. We return to this question further below.

128. At this point we must deal with one further argument advanced by the Board. This is the suggestion that whatever construction may be put on sub-paragraph 2(c) now, at the time all parties knew that they were agreeing to change existing agreements - most notably the 8 hour guarantee. Certainly the Board can show that they made no secret of the fact that this was their aim. What is in dispute is how far are other parties agreed, to such an extent that they saw no need to specify the relationship between these things in the understanding itself.

129. On this point it is to be noted that the NUR and TSSA are in agreement with what was implied, so far as they were concerned, yet the ASLE&F say that they were at no time directly asked to agree to modify the terms of the 1919 agreement. They insisted that it is 'inconceivable' that anybody could believe that they would issue 'such a blank cheque'.

130. We see no way in which we can decide between the parties on an issue of this kind. We were not present at the time, and might be no wiser if we were. The recorded minutes of subsequent negotiations and discussions, and the interchange of letters and telephone conversations, do not settle the point for us one way or another. We can only note that in the event there is no indication that either side proposed any amendment to the sub-paragraph which might have made the position clear. Fortunately we feel we can arrive at a reasonable interpretation of the words it contains without settling this issue.

131. We turn therefore to the forms of flexibility available within limits served by existing agreements and their methods of application: How far could they make possible an improvement in productivity? We believe that to operate the draft rosters of the Board, as they were placed before us, within these limitations, could not be said to represent an overall improvement in productivity. It has not been contested that the Board's estimate of an additional direct cost of about £10.9m a year, to cover payments to drivers for hours not worked and additional overtime, is a reasonable estimate. The Board maintains that to this would need to be added the cost of employing an additional 4,000 drivers assistants, under the provisions of the present Manning Agreements. It has not been challenged that this would require a further £32m a year. Taken together these two sums would represent about a 20% increase in footplate labour costs, which would far outweigh any benefits that could be derived from the more effective use of drivers' time.

132. But we have to evaluate the offer of the ASLE&F to consider a solution based on the recommendations contained in our Decision 54. We have to decide whether this represent a more promising solution? Here it is important to remember the limited nature of the problem with which that Decision was intended to deal. It was in no way concerned with flexible rostering - in the sense of a system in which rosters of differing lengths become the norm. We were concerned with the much more limited question of the continued justifiability of National Wages Board Decisions 2 and 4. They were intended to regulate exceptional departures from the 8 hour day in an upward direction. We were mainly concerned to modify what we termed the 'authoritarian nature' of existing provisions. We proposed that where rosters were required in excess of



the 8 hour standard the Board should 'seek to obtain the agreement of the Union(s) concerned'. So long as such rosters remained exceptional we said that 'the Unions should not unreasonably withhold their agreement where it can be demonstrated that economy will result'. It is not easily apparent how the principles behind this Decision could be said to apply to a system of flexible rostering of the kind advanced by the Board - except that they suggest that such a system should first be agreed between the parties. However, what we were asked to consider is whether they might form the basis of an alternative approach.

133. We have to say that without a readiness to modify existing agreements we do not think that the principles of Decision 54 present a viable alternative approach. To the extent that the parties agreed to introduce rosters longer than eight hours, overtime premia would still be payable to drivers; yet no savings could be expected to arise from compensatory reductions in the length of other rosters. Of course, insofar as agreement was not obtainable the addition to direct costs would be less than £10.9m a year; but then so would be the benefits to be expected from the more effective use of drivers' time.

134. If the principles of Decision 54 were taken to involve a readiness to modify the terms of the 1965/8 Manning Agreement, so that turns over 8 hours could be single manned beyond the present limits of 8 hours fifteen minutes, it would be possible to reduce the need for extra drivers' assistants. But once again, savings could only arise to the extent that existing agreements were modified.

135. We are now in a position to summarise our findings in respect of our first two questions: We consider that in the context of the agreed Productivity Understanding as a whole sub-paragraph 2(c) must be intended to lead to a form of flexible rostering which does not add significantly to unit labour costs and is intended to reduce them. Otherwise it is difficult to see how such a system could be expected to improve productivity. We also cannot accept that the ASLE&F has proposed a means of moving towards this objective while remaining within the confines of all existing national agreements. We turn therefore to the proposals of the Board.

136. We inquired in some detail from the Board about the savings that are likely to arise from the introduction of their proposals for flexible rostering. They supplied us with a considerable amount of data, while stressing that:

'As was made clear at the Tribunal Hearing an accurate assessment of the costs saving from variable day rostering can only be made following implementation, since the results will be affected by the outcome of local negotiations. In the meantime all figures are estimates'.

137. We appreciate this reservation, but believe that it is important to present what evidence is available, so that the results can be compared with those suggested by the ASLE&F. We also think it is important to appreciate the source of the savings and their relationship to existing agreements.

138. The first point to make is that the savings do not arise as a result of anticipated reductions on overtime or payments avoided as a result of the modification of the 8 hour guarantee. These changes are essential to avoid the extra payments that would be involved if most rosters were either above or below eight hours. They represent the cost of introducing flexible rostering, in the form desired by the Board, without changing existing agreements. At the moment drivers average only 58 minutes overtime a week, of which a very small proportion arises from rosters in excess of 8 hours. Most overtime for drivers derives from unscheduled events - such as the late arrival of trains. In itself flexible rostering should not affect the extent of this overtime.

139. Savings arise as a result of the potential reductions in establishments made possible by the more effective use of drivers time (ie. improving the work content of programmes). Separate figures are available for the anticipated consequences of operating beyond 8 hours without assistant drivers. But once again the move to flexible rostering requires a change in the manning agreements because of the need to avoid the extra men that would be required if the agreements remained as they are. It is not that a great number of assistant drivers are presently employed on trains rostered beyond eight hours. At the most this affects 131 diagrams - ie. 5.2% of the total double manned diagrams.



140. Given all these reservations and explanations the information we have of the savings to be derived from the more effective use of drivers can be set out thus:-

1982	1983	1984	1985	Aggregate
£m	£m	£m	£m	£m
0.4	1.7	3.2	3.8	9.1

We are told that the figure arrived at by 1985 represents about 2% of present footplate costs. In addition to these sums another £1m would be saved each year as a result of the introduction of single manning up to 9 hours.

141. It can be seen from the above that the Board's proposals may be said to make a contribution to improving productivity amongst the footplate grades. As the Board have said, it is notable that over the last ten years productivity, measured in terms of traffic covered per employee, has not risen significantly among drivers of guards, see Appendix D, although it has continued to advance more steadily amongst certain other groups - notably signalmen and clerical staff. The Board clearly sees flexible rostering as a way of continuing to make progress towards its legitimate productivity objectives at both ends of the train. What we must consider now is the reasonableness of ASLE&F's objections to their detailed proposals, as placed before us.

142. In the ASLE&F submission, and as a result of our visits to depots, we were made aware of many ways in which the Society and its members objected to the Board's proposals and their alleged impact on terms and conditions of work. It appears that the more substantial of their objections concern the following: hours of work, levels of overtime, spare turns, Saturday working, rest days, arrangements for special trains, mutual exchanges, public holidays, earnings levels, local agreements, seniority principles and the availability of medically restricted work. We consider the ASLE&F arguments concerning each of these below.

143. Flexible rostering will mean an extension of hours of work on particular days, as a result of management's right to roster up to nine hours. What ASLE&F will not accept is that shorter hours of work on other days can compensate their members for the additional strain and responsibility involved.

144. They also argue that where the exigencies of the service result in trains being delayed drivers will be required to be on duty still longer hours - say thirteen or more a day. And if one roster over eight hours is followed by another of similar length - say next day, or within the same week - hours at the controls could well exceed the limits set by a proper regard for safety. Most important of all, say ASLE&F, it is proposed that such extensions to hours of work should all be single manned.

145. In circumstances of this kind, they argue, there is bound to be an increase in the need to work 'unsocial' hours. And since rosters will vary in length from day to day, and be subject to further short notice 'amendment' to fit the needs of a more complicated rostering system, there will also be an increase in the 'irregularity' of working hours.

146. According to ASLE&F the need for additional overtime, will be most likely to arise where one driver is expected to 'cover' another - eg. in respect of 'spare turns'. Drivers working as 'Spare men' will be expected to cover the next vacant turn, irrespective of its length or their own recent pattern of work. Thus they could find themselves faced with the need to drive significantly longer hours,



taking them far beyond the length of the standard working week. This would involve them in considerable additional overtime. ASLE&F also allege that as a result of flexible rostering it will be necessary to require all links to take a proportion of spare turns.

147. They expect similar problems to arise in relation to Saturday work, rest day cover, arrangements for special trains and public holidays. ASLE&F argue that it will not be possible to meet all cases without increasing the volume of overtime. They also suggest that present arrangements which permit rest days to be linked with holiday periods will not be allowed. They feel that drivers will be under pressure to surrender rostered rest days, if flexible rostering is to work. They believe that the uncertainty and irregularity of footplate hours will make it much more difficult to maintain shared arrangements for travelling to and from work where public transport is not available.

148. Also affected, it is said, will be the long standing practice whereby drivers are free to exchange turns to fit personal and social needs. Yet these are seen as the only way in which men working long and irregular hours can co-operate to preserve their essential off-duty time so that it can be shared with their families and planned ahead. It is feared that constant variations in the length of rostered hours will make it much more difficult to find drivers who are prepared to 'swop' one turn for another - especially turns involving rosters of more than average length.

149. At the same time variations in working hours, and the uneven distribution of overtime which is seen as its inevitable consequence, will mean that earnings will vary more widely than they do at the moment; thus some drivers will lose more from the abolition of the eight hour guarantee than they gain from the increase in the value of overtime, and other premia payments. ASLE&F also fear that it will not be possible to operate existing agreements for the 'equalisation of earnings' within the constraints of flexible rostering. In this way, they suggest the new system will generate constant grievances and complaints both from those who lose money, and from those who are required to provide longer periods of overtime.

150. ASLE&F also argue that local agreements and practices will need to be modified to meet the demands of flexible rostering - eg. those that allow spare turns to be confined to certain links. More important still, the long standing principle of allocating work by seniority will be challenged. It will not always be possible to maintain 'movement through the links by seniority'.

151. Finally, ASLE&F fear that the more effective use of drivers time will reduce the work available for their medically restricted members - who are now employed on 'shed and pilot work' away from the main line. Such work will in future tend to be 'tacked onto one end of an extended roster,' given to a main line driver.

152. Armed with these objections we sought to obtain the Board's answers. In general terms their reply was that ASLE&F have misunderstood and exaggerated the impact of their proposals, while not allowing for their advantages and opportunities. Insofar as there are problems, say the Board, they can be dealt with at local level. Above all the Board react strongly to the suggestion that anything they propose could have an effect on safety.

153. But the Board, in answer to our inquiries, did not limit itself to general arguments. Much more specifically they denied virtually all of the specific consequences feared by ASLE&F in a paper which they tabled to us. This paper said these consequences were not intended, and could not arise. We regard their assertions in this respect, and the contrast with ASLE&F's assertions as an essential element in our attempt to explore a way out of the present dispute. For this reason we list them below at some length, often in the Board's own words.

154. In the case of hours of work the Board stressed that in their proposed rosters there was 'a marked concentration in the 7.5 to 8.5 hour band' - indeed, they constitute 65% of all proposed rosters. More significantly still over half of draft programmes were 'below 8 hours' and we calculate, that less than 20% of programmes lasted more than 8½ hours. In other words, to judge from the Board's proposed rosters it is not intended, except in a minority of cases, to roster drivers for longer hours than at present. And even where



this happens the intention is to limit the increase to half an hour or less in at least half the rosters involved. As a result there should be no problem in providing adequate compensation for rosters in excess of eight hours, and only relatively infrequently will drivers be expected to work significantly longer than eight hours thirty minutes.

155. In our Appendix E we have included the Board's calculations for the distribution of turn lengths in each one of the thirteen depots where they have provided draft rosters to the parties and the Tribunal. They will be seen to confirm the points they make. It should also be understood that where such rosters include a relatively large number of turns above 8 hours - for example, in the case of Euston - this can only come about as a result of negotiation and agreement at LDC level - as has been the case in some guard's depots. In other words, it expressed the preferences of those involved, and is not an automatic consequence of flexible rostering.

156. On overtime the Board's main point is that the greater part of this is not linked to roster length. It arises from late running, or working outside the standard week on Sunday/Monday turns. Since the sum total of overtime from all causes among drivers is an average of 58 minutes a week, the Board feels that

'taken as a whole therefore, overtime is likely to balance out at much the same level as at present and both of ASLE&F's contradictory contentions are unsubstantiated, ie. that there will be a major earnings loss and that drivers will be required to work much more overtime'.

157. Not surprisingly, since this is their view the Board do not agree that flexible rostering will result in more irregular or unsocial hours being worked. As they put the point:

'These are closely related subjects. It is seen as an objective of 7-9 hour rostering that the most unsocial booking on times (treated as between midnight and 5am) should be reduced in quantity where practicable. It may not always be possible to achieve a reduction (because of timetable constraints at pure passenger depots), but it can be said unequivocally that there will be no increase'.

158. Drawing on their experience of the guard's agreement the Board claim 'very substantial' reductions in the numbers of men booking on between midnight and 5am. They also claim 'some improvements' in booking off times. At some depots, they say, 'it has been possible to reduce the total quantum of hours scheduled in the midnight to 5am period'. In conclusion they feel able to assert:

'There is no evidence that the change to 7-9 hour rostering would lead to greater overall variation in booking on and off times, ie. more separate times, and as explained their distribution would improve in most cases'.

159. The Board also deny that work in spare links will be more likely to result in overtime than programmed work. This is because 'spare men would be rostered not less than the average turn length of the diagrammed turns'. Moreover, if when called upon to act as sparemen, drivers do find that they are working 'excess time', this will be 'paid at overtime rate and will be offset to an equal extent by the requirement to cover shorter turns'. Once again the Board feel they can conclude:

'Ghosting exercises have been carried out at several of the sample depots whereby the variable rosters have been operated alongside the normal linking arrangements on a simulated basis. These have indicated quite clearly that basically there is very little difference in the allocation and utilisation of spare men under variable roster arrangements. This is borne out by the Guards roster arrangements, which have now been operating for some weeks at many depots and where the use of spare men, both within and outside the links, operates on a similar basis to footplate staff.....'

160. And once again they point to the role of LDC's:

'..... The LDC should decide the arrangement which best suits local requirements and ensures the optimum use of spare men, such that minimum overtime is incurred'.

They also foresee no problems arising from the need to maintain existing ways of distributing spare work, including the retention of specialized 'spare links'.

161. Similar answers are given to fears about the running of special trains, or cover for public holidays. We are told that existing arrange-



ments will continue, and that these will be regarded as matters for 'local agreement according to the preferences of the staff'. It is admitted that under the system involving the suspension of normal rosters on public holidays, the need to minimise the effect of long and short turns could produce 'a minimum amount of overtime'. But the Board concludes:

'Either way no difficulty is foreseen. Certainly there are no insoluble problems in regard to Bank Holiday working and the effects are no different to those for Guards'.

162. It is also suggested that no changes will be required in the present arrangements for rest days: 'Where the current practice is for cover from without the link there is absolutely no reason why this should not continue'. In any case rest day relief 'can be provided from any link to any link where this currently applies and it is the wish of the LDC that this continue'.

163. On the question of travelling to and from work the view of the Board is even more firm: 'Overall it is considered that there should be no worsening, but most drivers live within five miles of work, and those who don't reside on line of route for staff trains which operate outside the hours of normal public service'. In addition, as a direct result of flexible rostering, there are the offsetting factors of shorter turns, additional rest days and a reduction in the incidence of signing on during night hours.

164. The Board also dispute the ASLE&F view that their proposals will involve unstable earnings and some loss of income. There will be no significant change in the elements constituting almost 90% of total pay, while in respect of the rest:

'The Board's assessment is that the change in average weekly earnings through variable day rostering would be insignificant.....drivers average weekly earnings in the sample depots are unlikely to vary up or down, as a result of variable rostering, by as much as £1 (0.6%); the change could be very much less than this at most depots.....individual drivers may experience slightly greater changes in earnings, but this is a normal situation when work alterations affect a depot, and a matter which LDC's would take into account in arriving at their local arrangements'.

165. On seniority principles the Board are equally unyielding. They may occasionally need to be modified at local level, to take cognisance of turns of varying lengths, but, these will need to be agreed by LDC's. In general terms:

'The long standing practice of senior men for senior work will continue unchanged and there is nothing in the flexible rostering proposals which in any way precludes this arrangement. Link structure will continue as now on that basis and have been so arranged.....Local rostering arrangements, formulated by the respective LDC's can continue to respect seniority in the allocation of men'.

166. Also largely unaffected will be the availability of work for the medically restricted. They anticipate 'little effect upon Shed and Pilot Turns', since it would be difficult to add short periods of work of this kind to main line rosters; because the 'vagaries of train running could result in absence of full cover'.

167. All of which brings us to the one complaint by ASLE&F where the Board is prepared to admit they may have a point - the problem of mutual exchanges. Although even here, says the Board, it must not be got out of proportion. In the first place an analysis of sample depots indicates that the demand for exchanges varies from depot to depot - from a maximum of 8% of turns to as little as 1%. Neither location, nor distance from work, appear to have much to do with the level of demand.

168. Secondly, even under the present system, drivers are forced to exchange turns of varying value or attractiveness. Some last longer than eight hours, even now. Others are known to be subject to delay. Some involve night work, or run over into week-ends. Others carry high mileage payments, or no mileage payments at all. Even if asked to swap one eight hour week-day turn for another, a driver may be well aware that he is being asked to make a poor exchange. The work content of both turns may be very different. In one case it may be possible to leave duty before the end of the rostered turn, if there is no other work available. Yet given all these 'some of the losses can obviously be offset at a later date in reverse arrangements'.

169. Given this background the Board argues that the modest variations in turn length which they propose will come to be



regarded as one more difficulty to be overcome by the minority of drivers who are seeking mutual exchanges for their own benefit. They conclude that an 'examination of the proposed rosters indicates that mutual exchanges can still be agreed without undue difficulty'.

170. Finally, the Board points to the experience of guards, where 'exchanging turns is on average not greatly different to that for drivers'. As a result they conclude:

'It is accepted that there has to be more given and take by them involved but this does not appear to have inhibited the practicability of mutual exchanges, as demonstrated by the working examples of Guards in recent weeks at depots where variable rosters are already in operation'.

171. Having analysed the allegations of ASLE&F and the replies of the Board, we turn to what our investigations have led us to conclude. In general we feel that the fears of the ASLE&F can be met. Insofar as they have substance it should be possible to provide ways of reassuring them without undermining the benefits to be derived from flexible rostering.

172. To begin with we believe that given the spread of hours proposed by the draft rosters, the overall impact on hours of work ought not to involve a significant and unjustifiable increase in stress and strain. Particular problems could arise if individual drivers were expected to accept a series of rosters at or near nine hours, without compensation in the form of shorter rosters, or rest days. But it ought to be possible to avoid this danger when agreeing rosters at local level.

173. We also see no reason to expect an overall increase in unsocial hours of work - defined in terms of those which are signed on or off between midnight and 5am. Once again the position of individuals will have to be safeguarded.

174. Irregularity poses a rather different issue. In a sense ASLE&F is right. If rostered hours are to vary from day to day - admittedly not so markedly as many members of ASLE&F fear - then it can be

argued that in a technical sense they have become less regular. On the other hand, it is surely the unpredictable nature of irregularity that is the main reason why it is felt to be objectionable and we see no reason why flexible rostering should involve a significant increase in unpredictability. On the contrary, the prospect of an eight week cycle of work offers the opportunity for more predictability and greater pre-knowledge of commitments. We return to this problem below.

175. We also feel that the Board has partly answered the ASLE&F's fears concerning 'travel to and from work problems'. Given the limited impact on the spread of working hours which we expect these ought not to be greatly affected by the existence of more rosters in excess of eight hours. It is also arguable that they will be partly compensated for by the shorter rosters which follow. On the other hand we see the case that in themselves variations in starting and finishing times make it more difficult to operate mutually beneficial arrangements for collective travel. This also is a matter we consider further below.

176. In the case of overtime we believe that in most cases there should be little or no variation in incidence over an eight week cycle. Individuals may face greater variations, especially over shorter periods, but we are certain that this problem could be taken into account when agreeing roster patterns. We believe it is reasonable to assume that when drivers are called upon to work spare turns they may well be asked to work relatively longer hours than the average diagrammed turn. But this will only present serious problems if drivers are called upon to act as spare men for any continuous period of time. Where this happens it must be as a result of LDC agreement, and compensatory time off, in terms of additional rest days, should be provided. Once again we believe that adequate safeguards can be introduced to protect individuals and discuss this in greater detail in the following section.

177. We also see no reason why flexible rostering should make it more difficult to provide special trains, or holiday working, or Saturday services, without significant increases in overtime. We fully agree



with ASLE&F that it should not result in additional pressure being placed on drivers to surrender their rostered rest days. The Board has said that this will not happen. We shall propose safeguards to ensure this.

178. On the whole we feel that the Board's estimates of the average loss of weekly earnings to be expected from the introduction of their proposals are reasonable. In themselves they would not add significantly to the instability of earnings. Particular problems could arise in relation to individuals, but we return to them below.

179. We are convinced that the introduction of flexible rostering ought to be broadly compatible with the negotiation and/or maintenance of local agreements for the 'equalisation of earnings'. It ought also to allow spare turns to be confined to special links, if this is what LDC's want. If current practice is that rest day cover is provided from outside a given link, it ought to be easy to maintain this system under flexible rostering. Above all, we see no reason why the long standing practice of respecting the principle of seniority in the allocation of work and progress through the links should not continue as before. We realise that changes may have to be made in the detailed application of all these agreements and practices when preparing and operating particular rosters; but these matters should be left to the LDC's, where agreement for change must be obtained from ASLE&F representatives.

180. We are not completely convinced by the argument of the Board concerning work for the medically restricted. We feel that it may well happen that significant parts of their work could be included in some main line rosters. We think there is a case for ensuring that what the Board says it thinks will happen actually takes place.

181. We are also not convinced that it will be easy to provide drivers with mutual exchanges 'without undue difficulty'. We think the problems of matching rosters of differing length are probably a little more serious than those that exist already under a system of eight hour turns. We do not accept that the experience of guards in this respect is decisive, largely because of the need, in the case of drivers, to take into account the restrictions imposed by a drivers' traction and

route knowledge. As a result we think that the Board tends to underestimate this objection to their proposals by the ASLE&F.

182. On the other hand, it is clear that the size of this problem, in particular depots, is likely to be a function of three factors: First, the proportion of drivers desiring exchanges; second, the variety of route and traction knowledge require for work in the depot; third, the extent to which programmed turns vary in length. Fortunately, while factors one and two are fixed, factor three can be varied by agreement. It is, therefore, possible for LDC's to take into account the need to secure scope for mutual exchanges when deciding how far to vary roster length. We think it is a factor which they should bear in mind, and we return to it below.

183. We have now defined our attitude to all the substantial objections raised by ASLE&F and listed at paragraph 142 above. We can now begin to answer the last two questions posed at paragraph 117. We consider that the Board's proposals for flexible rostering come within the terms of sub-paragraph 2(c) of the Productivity Understanding in two respects:

First, in the form in which we were asked to pronounce on them, they would make a contribution to the improvement of productivity by facilitating a more effective use of drivers' time.

Second, subject to the safeguards we shall propose below, they would not constitute, in the terms of sub-paragraph 2(c) an 'unreasonable variation in the length of each working day or week'.

However, it is necessary to stress that the contribution to productivity represented by these proposals would not be attainable without modifications in existing national agreements.

184. Before we can specify the precise recommendations which follow from these conclusions it is necessary to explore the implications of the reference above to existing agreements. We have already made clear, at paragraphs 131 to 135, why there has to be a change in two agreements if the savings that would follow from a more effective use of drivers time are not to be more than offset by additional costs. What needs to be explained now is our attitude to the way in which



these necessary changes should be secured, and what we think should be done to gain agreement for them from all parties.

185. Because we have decided that the legitimate fears of the ASLE&F can be met this does not mean that we do not take them very seriously. On the contrary, our visits to depots have convinced us that there exists a real and widespread resistance to the Board's proposals for flexible rostering which the ASLE&F's submission to this Tribunal reflected with accuracy and force. All the objections raised by the ASLE&F we encountered in the field. It was also clear that ASLE&F members felt that the nature of driver's responsibilities, and the implications of the Board's proposals for assistant drivers, meant that there were no valid comparisons to be drawn between their position and that of guards. They were also convinced that the proposals placed before us were only the prelude to further demands by the Board - most notably in the form of restricted physical needs breaks.

186. In these circumstances we can understand why drivers see the 1919 agreement as something of a sheet anchor; providing them with essential safeguards which they can otherwise not maintain. As will, we hope appear below, we think it is possible to provide them with alternative safeguards within a system of flexible rostering to be jointly agreed. For the most part we propose to do this by taking the Board at its word: what the Board says will not happen, and has not happened in the case of guards, we propose should be guaranteed. As a result we hope that drivers and the Society will be provided with an effective alternative to the 1919 agreement, as it exists at the moment.

187. There remains the question of the manning agreement. We have said why this must be modified to make single manning possible up to nine hours, if the Board's proposals are to produce any net savings. The Board asks us to say that this should be agreed forthwith. Our problem is that the words of sub-paragraph 2(c) do not refer to manning as such. 'Easement of conditions on single manning on traction units' is the heading of sub-paragraph 2(d). Thus while productive variable rostering involves a modification of manning practices, the criteria to be observed when negotiating changes in manning agreements are set out in sub-paragraph 2(d). They are as follows:

'Negotiations shall take place on the proposals relating to single manning conditions, on the understanding that provisions will have to be made for appropriate safety measures and that there should be no worsening of staff conditions. These discussions shall be concluded by 31 October 1981'.

188. Unfortunately the inability of the parties to agree to a form of flexible rostering as set out in sub-paragraph 2(c) has so far prevented any discussions of how to implement this paragraph. In the circumstances we are extremely reluctant to interpret it for ourselves, and in general terms we have been asked to leave this matter to the parties. In specific terms the NUR has suggested to us that the question of manning changes should be decided by a 'separate agreement'. Their solution is to 'agree flexible rostering, then look at the manning agreement to see how it needs to be amended'. On the whole we agree with this approach and seek to give it practical expression below.

189. We feel we need to comment on three other issues before passing to our specific recommendations. The first concerns the implementation of the shorter working week. We have made clear above that following our recommendations in RSNT 63 the parties agreed, at the time of the 1980 pay settlement, to reduce the working week by one hour in a way which would 'minimise the cost effect'. It does not seem to us that simply to add extra rest days constitutes a minimum cost approach. The Board have said that on the basis of existing agreements this would require another 590 footplate posts at a direct cost of £8.8m a year more than the Board's proposals. If these extra posts were not occupied, but more rest days were worked instead, the additional cost could be higher still - ie. around £10m a year. In the circumstances we can see why the Board has proposed flexible rostering as a way of making progress towards the 39 hour week.

190. Of course to introduce it in this form is not the only way in which it could be implemented at 'minimum cost'. Thus we were told that the initial proposal by the Board was confined to a restricted



change in the use of the standard week time - ie. a combination of 5 x 7 hours 48 minute turns, 39 turns of 8 hours in 8 weeks, and 5 turns in a week not necessarily of equal length, the most cost effective option being used in each situation. If it had been possible to reach an agreement on this basis, the Board would have been prepared to implement the shorter week and continue negotiations on the wider question of flexibility. However, ASLE&F rejected this proposal and the NUR expressed major reservations.

191. In the report of the ACAS Committee of Inquiry we said, at paragraph 98, that we considered that the question of how to implement the shorter working week agreement constituted one aspect of the dispute arising out of a failure to make progress on the ACAS understandings. As such it was before us as a Committee of Inquiry. However, we took the view that we were not competent to settle all the issues before us at that time; we preferred to decide the question of the disputed 3% payment and proposed a procedure for ensuring a return to work and a decision on the Board's proposals for flexible rostering. Since they embraced a way of moving towards the shorter working week we said that the solution of this matter would also 'have to wait on the outcome of the dispute on flexible rostering'.

192. However, we now feel that we can say that if the parties could agree the rest of our proposals, then it seems only common sense to use the introduction of a more flexible rostering system as an opportunity to move towards a shorter working week. Obviously when hours are shortened the cash value of overtime premia is increased - which helps to compensate for any lost overtime payments, or any sums that would have been due to drivers rostered for seven hours under the provisions of the present guaranteed eight hour day agreement. It also provides the basis for extra rest days, which can help to compensate for those rosters which exceed eight hours.

193. In other words, the benefits to be derived from a shortening of the working week complement and assist moves towards more flexible rostering. At the same time the productivity improvements expected to flow from the latter help to absorb the cost of introducing shorter working hours. Of course if our proposals do not find favour, then the dispute about how to implement those parts of the 1980 agreement which deal with the shorter working week will remain a matter of dispute.

194. The second question which needs to be decided at this point concerns the limits we should impose upon ourselves in this award. Our terms of reference are to consider 'the proposals of the British Railways Board for the implementation of sub-paragraph 2(c)'. We take these to be the 'up-dated' proposals made to the unions on the 19th February last. As can be seen from Appendix A they include proposed changes in Physical Needs Breaks at paragraph 3.1. Yet at the hearing the Board told us that we should not concern ourselves with these matters. On reflection we feel that we agree with the Board.

195. While it is true, that as the ASLE&F spokesman said at the time, the Board wishes to move in this direction; the Board says that flexible rostering without any change in PNB's still represents a positive improvement in productivity, albeit of a modest kind. In this sense it is not in the same category as a change in the manning agreement to allow single manning up to nine hours. This is essential if costs are to be contained. Moreover, it is the manning agreements that will need to be changed if PNB's are to change - for the present rules governing PNB's are embodied in the manning agreements. We have already explained why we wish to limit our role to interpreting or proposing changes in the manning agreements, and we have not sought to gain evidence from the parties about the consequences of any changes beyond single manning up to nine hours. We do not intend therefore to consider the issue of PNB's further. It may be assumed therefore that what we have to say below does not pre-judge or seek to influence the parties in what they may decide to do about PNB's: nothing in our award should be thought to affect the negotiations in any way. These are matters to be decided when the parties consider how to implement sub-paragraph 2(d) of the Productivity Understanding.

196. It is also worth making it clear that nothing we recommend below affects the maximum permitted total driving time, which at the moment is 6 hours. It also does not affect the maximum continuous driving time non-stop - ie. 2½ hours to 3 hours according to class of train. To make this quite certain we quote a reply we received on this issue from the Board:



'The Board's proposal, within the scope of Clause 2(c) of the productivity understanding and the present RSNT reference, is that the overall limit for single manned turns should be lifted to 9 hours, consistent with the proposal for variable day turns between 7 and 9 hours. Under this proposal there would be no change in the existing permitted total driving time limit of 6 hours or the existing limits of continuous driving time'.

These are matters which the parties are free to consider when they come to discuss the implications of sub-paragraph 2(d).

197. We also wish to make clear that the draft rosters placed before us for drivers were prepared on the basis of three limiting assumptions:

- (1) No alteration in the allocated work to existing depots.
- (2) No alteration to traction training.
- (3) No major changes to existing link structures.

We understand that similar assumptions governed the rosters that have been introduced for guards. We consider that these limitations are reasonable, and if fully understood should help to limit the fears and concerns of ASLE&F and its members in relation to 'lost work' and the possible disruption of depots. We propose no changes in these assumptions, and nothing that we say should be thought to justify their subsequent modifications.

198. In all the ways specified above our specific recommendations are intended to be limited in their scope and impact, but we have to deal with one final request from the Board, which would take us further afield in a more general sense. They have asked us to recommend:

that the parties should expedite negotiations on the remaining items to which they were committed in the ACAS understanding on productivity, in order to reach agreements within the machinery on a minimum time scale'.

We feel we should reply to this request and do so below.

199. Our answers to the fourth question at paragraph 117 concerning our general approach may be summarised under four heads:

(1) We consider that within the limits and conditions specified in this award, and set out below, a more flexible rostering system for footplate staff can be introduced in a way which safeguards the legitimate concerns of the ASLE&F and its members. This would be implemented at LDC level, and would require the agreement of local representatives of footplate staff. It should not involve any risk to safety and need not result in additional stress or strain. It could be made compatible with the kind of stability in earnings and hours which ASLE&F now believe is only attainable by the retention of the 8 hour guarantee agreement in its present form. We do not see why it should require a significant increase in clerical and administrative staff.

(2) To ensure a positive contribution to productivity the parties would have to agree to a modification of the manning agreements to permit single manning for rosters up to nine hours duration. But this would not in any way pre-judge or predetermine the outcome of any subsequent discussions over the implementation of other parts of the 1981 Productivity Understanding.

(3) It would make possible a 'minimum cost' reduction in the length of the working week which would bring significant benefits to footplate staff - eg. additional free days, a reduction in booking on and off at unsocial hours and an inviolate right to rest days off. The implications of paragraph 3 of the Productivity Understanding would also need to be considered - ie. 'specific rewards' to be negotiated for those staff whose responsibilities are 'directly affected under these agreements'.

(4) We remain convinced that a failure to agree any proposal for more flexible rostering which makes a positive impact on productivity by improving train working time, will seriously affect the Board's ability to obtain the essential capital it urgently requires for investment and modernisation. This is bound to have severe consequences for railway services and jobs.



In the light of all these considerations we now proceed to offer our specific proposals for resolving this dispute. They represent our unanimous opinion.

#### D. Specific Recommendations

200. Our recommendations deal with four related issues:

- (1) Safeguards and criteria to be observed when negotiating more flexible rosters at LDC level.
- (2) Procedures for resolving disagreements at LDC level.
- (3) The modification of existing manning agreements to permit single manning of rosters up to nine hours.
- (4) Issues outstanding.

#### Safeguards and Criteria

201. The 1919 Guaranteed Day Agreement provides that 'in the event of a man being available for duty on any week day he shall be guaranteed a day's pay.' The Board proposes to replace this with an agreement guaranteeing 39 hours pay a week 'providing the rostered turns are worked.' Rosters are to vary within 7 and 9 hour limits. We recommend acceptance of the principle of rosters varying from 7 to 9 hours on the following conditions:

- (1) The guaranteed weekly payment should be paid to all who are available for duty and willing to work agreed rostered turns as determined by their appropriate LDC.
- (2) In seeking to agree rosters the LDC's should observe the safeguards and criteria set out below.
- (3) Where flexible rosters are agreed and put into operation the appropriate provisions of the 1919 agreement should be replaced by guaranteed weekly payments as proposed by the Board.

202. We therefore recommend that the parties represented on the RSJC (Loco) should negotiate a Safeguards and Criteria agreement governing

the introduction of flexible rostering at LDC level. It should embody the following principles:

#### Hours of work

- (a) Rosters should be varied to ensure that the majority of diagrams are not more than 8 hours duration. Not more than 20% of diagrams should normally be above 8½ hours. Successive turns in excess of 8½ hours should not be worked by drivers unless mutually agreed. In which case they should be granted appropriate off duty time i.e. rostered rest days.
- (b) There should be no increase in the number of turns signed on and off at hours - defined as hours between 12pm and 5am. One aim of flexible rostering should be to reduce unsocial hours - for example in respect of booking on and off times.
- (c) There should be no general increase in travel to work problems. The aim should be to reduce these problems. Where the exigencies of the service produce increased problems for particular drivers, consideration should be given to some form of assistance.
- (d) Full advantage should be taken of the programme cycle of 8 weeks to provide drivers with advance information concerning their future roster duties. In this way the less regular pattern of flexible rostering need not lead to greater uncertainty concerning future work patterns and the availability of time off.
- (e) There should be no significant variation in the amount of rostered overtime required from particular depots over an 8 week cycle. Care should be taken to ensure that short term variations affecting individuals are kept to a minimum.



(f) Work on spare turns, special trains, public holidays or at week-ends, ought not to involve drivers in a significant increase in rostered overtime. If the exigencies of the service require short term increases adequate time off must be provided in the immediate future.

(g) With the introduction of flexible rostering drivers should be guaranteed their rostered rest days.

#### Earnings

(h) There should be no significant variations in earnings levels as a result of flexible rosters at a particular depot. Care should be taken to ensure that variations affecting individuals are kept to a minimum.

#### Local Agreements and Practices

(i) Local agreements and practices ought not to be significantly affected by the introduction of flexible rostering - eg. seniority principles, the distribution of spare turns between links, agreements on the equalisation of earnings, the provision of rest day cover, the practice of linking rest days with other holidays etc. It ought to be possible to offer staff established options in this respect, although their detailed application may need to be changed by agreement.

#### Mutual Exchanges

(j) It should be possible for drivers to continue the practice of exchanging rosters without undue difficulty.

#### Medically Restricted Work

(k) The introduction of flexible rostering should not significantly reduce the availability of work for medically restricted drivers.

#### Limiting Assumptions

(l) The introduction of flexible rosters should not involve any alteration in the allocation of work to existing depots; or any alteration to traction training; or any major changes in existing link structures. This agreement does not involve any change in maximum permitted driving periods.

#### Compulsory Redundancy

(m) The introduction of flexible rostering should not involve any dismissals for redundancies.

#### Procedures for resolving disagreements at LDC level:

203. The guards agreement provides that disagreements over the introduction and application of flexible rostering should be processed through the machinery of negotiation. If disagreement arises at LDC level the introduction of new rosters are deferred pending agreement within the machinery. After six months experience the position will be reviewed and it was agreed that 'if there was evidence that the number of such cases was greater than envisaged management would reserve the right to revert to the former arrangement of the implementation of rosters following the involvement at local level of Sectional Council Representatives.' In addition any matter of 'principle' arising from the introduction of variable rostering can be raised at RSJC (Traffic) level.

204. Whilst this agreement is not before us, we consider that it embodies an approach which helps us in considering the issues before us. It makes clear that while the general principle of rostering on a more flexible basis has been agreed, there is still a need to gain agreement for the introduction of particular rosters at local level. This is in the spirit of our Decision 54 and extends the principle of joint determination in a way we are bound to approve. In particular, we believe that it is wise to include the specific reference to the status quo principle - ie. the need to defer the introduction of new rosters until there is agreement at local level. We consider that within



the limits set by their own machinery the principles and advantages of this agreement should be applied to footplate staff. In addition, we propose, for the consideration of the parties, a slightly more extended reference to the status quo principle.

205. In doing this we stress that we fully understand the position of the Board; they are anxious to preserve their right to re-consider the position if, at the end of what might be termed a 'trial period,' it appears that there are still a considerable number of cases where flexible rosters have not been introduced.

206. What we recommend is the following:

The introduction of flexible rostering at local level should be specifically remitted under the terms of the LDC agreement to the appropriate LDC. If disagreement arises the introduction of new rosters should be deferred pending agreement within the machinery. After six months experience the position should be reviewed. Unless there is evidence, at this stage, that the number of outstanding disputes is considerable and greater than envisaged, the parties to the agreement should agree to its extension.

#### The Modification of Existing Manning Agreements

207. We have made it clear why any form of flexible rostering that does not add to costs must involve a modification of manning practice. This cannot be done unless the present agreements are changed to permit rosters to be single manned up to 9 hours. Such changes are covered by the terms of sub-paragraph 2(d) of the Productivity Understanding viz:

'Negotiations shall take place on the proposals relating to single manning conditions, on the understanding that provisions will have to be made for appropriate safety measures and that there should be no worsening of staff conditions.'

We recommend therefore that the parties should agree the safeguards and guidelines we have set out above, and the procedures we propose for the joint control of their application, they should go on to negotiate a limited change in the current manning agreements to permit rosters up to nine hours to be single manned.

#### Issues Outstanding

208. We need to refer to two further issues. First, the discussions about flexible rostering for footplate staff have never proceeded to the point where detailed consideration needed to be given to the provisions of paragraph 3 of the Productivity Understanding. We were told of the arrangements which have been made to implement this part of the Understanding in relation to other grades - notably guards. We note these, and fully appreciate why the NUR regard them as one of the benefits they gained from accepting flexible rostering. But they are not before us, and we have no wish to comment on them further.

209. The point we wish to make is that the introduction of a more flexible rostering system for footplate staff, combined with an extension of single manning, would seem to affect 'responsibilities.'

We therefore recommend that there should be negotiations between the parties on the way in which to implement sub-paragraph 3 of the Productivity Understanding which states that 'It is re-affirmed that specific rewards will be negotiated for those staff whose responsibilities are directly affected under these agreements.'

210. Our final question concerns the request of the Board for a recommendation concerning the 'remaining items to which... (the parties) were committed in the ACAS understanding.' We do not feel that we can make this in the form of 'a minimum timescale.' We have insufficient detailed knowledge of how negotiations have proceeded or the issues in dispute. Indeed, our knowledge is confined to what we have read in the press and our experience of reports of our own deliberations have not encouraged us to rely on this source.



What we can say is that we feel it essential to the future of the railways that progress is made on the remaining items to which the parties were committed in the ACAS understandings. It is also essential that these extremely important and far-reaching issues are approached in a spirit of realism, and with a willingness to find the basis for agreement rather than confrontation.

#### The Essence of Our Recommendations

211. We faced a complex and intractable problem made more difficult by a protracted and costly industrial dispute. We decided that the terms of sub-paragraph 2(c) on flexible rostering must involve changes that made a contribution to improved productivity. This meant reducing costs by a more effective use of drivers' time. But it became clear that even cost containment was not possible without some modification of existing agreements on the 8 hour guarantee and double manning. As they stood they meant that all forms of additional flexibility must add to overall costs. We decided that a move of this kind was not compatible with the terms of the Productivity Understanding containing sub-paragraph 2(c).

212. Yet we were made all too aware of the very real concerns of ASLE&F and their members. They felt that the Board's detailed proposals for implementing sub-paragraph 2(c) would result in a worsening of conditions and would affect safety. They did not consider that their position was fully comparable to that of guards, partly because of the nature of their responsibilities, and partly because of the issue of single manning.

213. Our solution has been to make flexible rostering dependent upon prior agreement on a series of safeguards and criteria. They are designed to meet virtually all the significant doubts voiced to us by ASLE&F. We consider they provide drivers with an effective alternative to the protection which they now receive from the 8 hour day agreement - indeed in many ways they go further. We also propose that the application of these safeguards and criteria should be decided at local level - where ASLE&F and NUR representatives will need to agree particular rosters before they can be introduced.

Yet for the most part these conditions protect drivers from consequences which the Board has told us it does not intend and would not wish to see.

214. We urge these proposals on all the parties with all the force we can muster. We realise that in the case of both the Board and the ASLE&F they involve a change of position, plus a readiness to try something new. We have said why we feel that unless progress is made on this question the future outlook for the railway system and railwaymen is bleak and unpromising. We have made it clear that we believe that there is not much time left.

215. Yet nothing we have said is intended to justify unilateral action or confrontation. We have done our best to bridge the very considerable distance which we found between the parties. Our report is intended to be a way of talking about how to narrow that gap. It would give them an opportunity to seriously consider the proposals we have made for practical application of the two understandings from their discussion with ACAS in August 1981. Further movement is up to them.

216. Our Award may be summarised thus:

#### GENERAL CONCLUSIONS

- (i) In the context of the Productivity Understanding sub-paragraph 2(c) must have been intended to lead to a form of flexible rostering which does not add significantly to unit labour costs and is intended to reduce them. Otherwise it is difficult to see how such a system could be expected to improve productivity.
- (ii) We cannot accept that the ASLE&F has proposed a means of moving towards this objective while remaining within the confines of existing national agreements.



(iii) The Board's proposals do come within the terms of sub-paragraph 2(c) in that:

- (a) They would make a contribution to productivity by facilitating a more effective use of drivers' time.
- (b) Subject to the safeguards we shall propose, they would not constitute, in the terms of sub-paragraph 2(c), an 'unreasonable variation in the length of each working day or week.'

However, it is necessary to stress that they would not make a net contribution to productivity without modifications in existing national agreements.

(iv) Within the limits and conditions of this Award a more flexible rostering system for footplate staff can be introduced in a way which safeguards the legitimate concerns of ASLE&F and its members. Such a system:

- (a) Should not result in additional stress or strain.
- (b) Could be made compatible with the kind of earnings and hours stability which ASLE&F now believes is only attainable by the retention of the 8 hour guarantee agreement.
- (c) Should not involve a significant increase in clerical and administrative staff.
- (d) Would need to be implemented at LDC level and require the agreement of local representatives of staff.

(v) To ensure a positive contribution to productivity the parties would have to agree to a modification of the manning

agreements to permit single manning rosters up to nine hours duration. This agreement:

- (a) Would not pre-judge or pre-determine the outcome of any subsequent discussions over the implementation of other parts of the Productivity Understanding - eg. further changes in manning standards or changes in personal needs breaks.
- (b) Would not affect the present maximum permitted total driving time and the maximum continuous driving time non-stop. Nothing in this Award is intended to affect these in any way.

(vi) The system of flexible rostering proposed would make possible a 'minimum cost' reduction in the length of the working week to 39 hours. This would bring significant benefits to footplate staff - eg. additional free days, a reduction booking on and off at unsocial hours and an inviolate right to rest days off. The implications of paragraph 3 of the Productivity Understanding would also need to be considered - see below.

(vii) We are convinced that a failure to agree any proposal for more flexible rostering which makes a positive impact on productivity by improving drivers working time will seriously affect the Board's ability to obtain essential capital it urgently requires for investment and modernisation. This is bound to have severe consequences for railway services and jobs.

#### SPECIFIC RECOMMENDATIONS

Our recommendations deal with four related issues:

- (1) Safeguards and criteria to be observed when negotiating more flexible rosters at national level.



- (2) Procedures for resolving disagreements at LDC level.
- (3) The modification of existing manning agreements to permit single manning of rosters up to nine hours.
- (4) Issues outstanding.

(1) Safeguards and Criteria:

We recommend acceptance of the principle of rosters varying from 7 to 9 hours on the following conditions:

- (a) The guaranteed weekly payment should be paid to all who are available for duty and willing to work agreed rostered turns as determined by their appropriate LDC.
- (b) In seeking to agree rosters the LDC's should observe the safeguards and criteria set out below.
- (c) Where flexible rosters are agreed and put into operation the appropriate provisions of the 1919 agreement should be replaced by guaranteed weekly payments as proposed by the Board.

We therefore recommend that the parties represented on the RSJC (Loco) should seek to negotiate a Safeguards and Criteria agreement governing the introduction of flexible rostering at LDC level. It should embody the following principles:

Hours of work:

- (a) Rosters should be varied to ensure that the majority of turns are of not more than 8 hours duration. Not more than 20% of diagrams should normally be above 8½ hours. Turns in excess of 8½ hours should not be worked by drivers in succession, unless mutually agreed and granted appropriate off duty time - ie. rostered rest days.

- (b) There should be no increase in the number of turns signed on and off at unsocial hours - defined as hours between 12pm and 5am. One aim of flexible rostering should be to reduce unsocial hours - eg. in respect of booking on and off times.
- (c) There should be no general increase in travel to work problems. The aim should be to reduce these problems. Where the exigencies of the service produce increased problems for particular drivers, consideration should be given to some form of assistance.
- (d) Full advantage should be taken of the programme cycle of 8 weeks to provide advance information concerning their future roster duties. In this way the less regular pattern of flexible rostering need not lead to greater uncertainty concerning future work patterns and the availability of time off.
- (e) There should be no significant variation in the amount of rostered overtime required from particular depots over an 8 week cycle. Care should be taken to ensure that short term variations affecting individuals are kept to a minimum.
- (f) Work on spare turns, special trains, public holidays or at week ends, ought not to involve drivers in a significant increase in rostered overtime. If the exigencies of the service require short term increases adequate time off must be provided in the immediate future.
- (g) With the introduction of flexible rostering drivers should be guaranteed their rostered rest days.

Earnings:

- (h) There should be no significant variations in earnings levels as a result of flexible rosters at a particular depot. Care should be taken to ensure that variations affecting



individuals are kept to a minimum.

Local Agreements and Practices:

- (i) Local agreements and practices ought not to be significantly affected by the introduction of flexible rostering - eg. seniority principles, the distribution of spare turns between links, agreements on the equalisation of earnings, the provision of rest day cover, the practice of linking rest days with other holidays etc.  
It ought to be possible to offer staff established options in this respect, although their detailed application may well need to be changed by agreement.

Mutual Exchanges:

- (j) It should be possible for drivers to continue the practice of exchanging rosters without undue difficulty.

Medically Restricted Work:

- (k) The introduction of flexible rostering should not significantly reduce the availability of work for medically restricted drivers.

Limiting Assumptions:

- (1) The introduction of flexible rostering should not involve any alteration in the allocation of work to existing depots; or any alteration to traction training; or any changes in existing link structures. This agreement does not involve any change in permitted driving periods.
- (m) The introduction of flexible rostering should not involve any compulsory dismissals for redundancy.
- (2) Procedures for resolving disagreements at local level:
- (a) The introduction of flexible rostering at local level should be specifically remitted under the term of the LDC agreement to the appropriate LDC's.

- (b) If disagreement arises the introduction of new rosters should be deferred pending agreement within the machinery.
- (c) After six months experience the position should be reviewed.
- (d) Unless there is evidence at this stage that the number of outstanding disputes is considerable and greater than envisaged, the parties to the agreement should agree to its extension.

(3) The Modification of Manning Agreements:

The parties should agree to the safeguards and criteria we have set out above, and the procedure we propose for their joint control and application, they should go on to negotiate a limited change in the current manning agreements to permit rosters up to nine hours to be single manned under the terms of sub-paragraph 2(c) of the Productivity Understanding:

viz:- 'Negotiations shall take place on the proposals relating to single manning conditions, on the understanding that provisions will have to be made for appropriate safety measures and that there should be no worsening of staff conditions.'

(4) Issues Outstanding:

- (a) There should be negotiations between the parties on the way in which to implement sub-paragraph 3 of the Productivity Understanding.

viz:- 'It is re-affirmed that specific rewards will be negotiated for those staff whose responsibilities are directly affected under these agreements.'

- (b) It is essential for the future of the railways that progress is made on the remaining items to which the parties were committed in the Productivity Understanding. It is also



essential that these extremely important and far reaching issues are approached in a spirit of realism, and with a willingness to find a basis for agreement rather than confrontation.

4 May 1982

[Signed] McCarthy (Chairman)  
G H Doughty  
E F Choppen

## APPENDIX A

### BRITISH RAILWAYS BOARD

MEMORANDUM TO R.S.J.C.

18 FEBRUARY, 1982

#### PROPOSAL FOR VARIABLE PROGRAMMING AND ROSTERING HOURS FOR FOOTPLATE STAFF

##### 1. OBJECTIVES

1.1 The objectives of these proposals are:-

- (a) To ensure that only those hours of productive work required are rostered to be covered.
- (b) To facilitate the implementation of the 39 hour week at minimum cost.
- (c) To enable an easement in the incidence of unsocial booking on or off times, to be achieved without additional cost.
- (d) To maximise the social benefits accruing from the selective grouping and rostering of rest days.
- (e) To increase the incidence of rest days, where practicable, within the constraints of minimal cost solutions.

##### 2. GUIDELINES

###### 2.1 Flexibility

In order to eliminate the maximum amount of unproductive work from Footplate programmes it is necessary to be able to vary their length between the widest limits possible.

###### 2.2 Roster Cycle

In order to maintain this level of productivity when linking and rostering, as long a roster cycle as possible is beneficial.

###### 2.3 Rest Days

In order to provide an increased number of rest days the average length of turn (or programme) must be raised higher than the 7 hours 48 minutes average.



#### 2.4 Manning Agreement

The existing manning agreement requires amendment to allow, for example, Single Manning beyond an 8 hour programme to achieve the variable day benefits shown in the exercises.

- 2.5 Every endeavour to be made to ensure that rostering arrangements adopted do not involve unnecessary additional administration costs.

### 3. PROPOSALS

#### 3.1 Programmes

- (a) Length to vary between 7 and 9 hours.
- (b) Footplate staff P.N.B.'s to be one of the following:-
  - 30 minutes between 3rd and 6th hour
  - or
  - 2 x 20 minutes between 2nd and 7th hour
  - or
  - 3 x 15 minutes between 2nd and 7th hour
- (c) Reduce where possible, at a minimal cost, signing on or off in the middle of the night.

#### 3.2 Linking and Rostering Procedures

- (a) Allocation of duties to average 39 hours per week over the period of the roster cycle.
- (b) Rosters to include a minimum of nine rest days per 8 week cycle.
- (c) Rest days to be grouped to optimise the social acceptability of the rosters including the reduction of rest days or night turns.
- (d) Maximum length turns to be on night duty, wherever possible, with shorter turns on day-pm turns, again where this can be arranged.
- (e) Arrangements for the equalisation of earnings between links to be taken into account.

### 4. METHOD OF PAYMENT

- 4.1 Although individual turns and weeks work within a roster cycle may vary in length, for payment purposes the 39 hour week will be guaranteed and paid weekly providing the rostered turns are worked. Enhancements,

overtime, rest day and Sunday duty conditions and payments will continue to apply as will the present principles of payment for leave, sickness and other absences.



APPENDIX B

BRITISH RAILWAYS BOARD

VARIABLE DAY ROSTERS - PAYMENT ARRANGEMENTS - FOOTPLATE STAFF

The payment arrangements to be applied in association with the variable day roster agreement are as follows:-

All payments, including defined minimum payments per turn, will be determined on the basis of a 39 hour calculator.

Although individual turns and weeks work within a roster cycle may vary in length, for payment purposes the 39 hour week will be guaranteed and paid weekly, (4 weekly to staff paid by credit transfer), providing the rostered turns are worked. For payment purposes, the guaranteed day is the standard week time in the rostered turn and time worked in excess of this will rank for overtime payment on daily basis. Work cycles will not normally include any rostered overtime but where this is considered necessary and is agreed, its attachment to individual turns will be made clear and recognised in payment. To enable overtime to be calculated where variable day rosters are in operation rostered hours and actual time on and off will be input to the payroll system.

The basis of "balancing" base rate payment in a roster cycle where week lengths vary will be that for payment purposes there will be an identified plus or minus quantity of time each week sufficient to take the rostered standard week hours up to 39 (plus) or down to 39 (minus). For the roster cycle as a whole these plus and minus amounts will aggregate to nil.

Rostered  
Standard Week  
Turns

Payment to consist of:-

A standard week's pay for a 39 hour week (plus London Allowance where applicable) provided all rostered hours are worked in that week.

Plus

The weekly I.U.P. by appropriate category percentage provided all rostered turns for that week have been worked.

Plus

Night/Weekend and Bank Holiday enhancements as appropriate, for time worked.

Overtime  
(Extending  
Standard Week  
Turns)

Overtime, plus enhancement, to be calculated on a daily basis for time worked each turn in excess of standard rostered hours.



SCHEDULE

Holidays	See schedule attached.
Sickness	(a) established status : base rate to be paid for standard week rostered time not worked, (subject to N.I. benefit deduction or payment of half base Rate/discontinuance beyond qualifying periods).  (b) non-established; base rate payment reduced by standard week rostered time not worked. Sick pay to be calculated on existing rules when entitled (1/6 x 3/4 base rate per qualifying day, offset by N.I. benefit, where relevant).
Unpaid Absence	The standard week's pay for 39 hours will be reduced by the number of rostered hours per day or part day of absence.
Free Day/s	Payment to be for actual time worked at applicable enhancement rate/s, (subject to defined national agreement minimum payments for each day), plus I.U.P. per turn where appropriate.
Sunday Turns and Sunday/Monday Turns	Payment to be for actual time worked at applicable enhancement rate/s (subject to defined national agreement minimum payments according to Sunday time worked), plus I.U.P. per turn where appropriate.
Spare Turns	Start and finish time of rostered turn to be stated. Payment to be treated as normal turn, i.e. overtime to be paid for time worked in excess of standard rostered time each day.
Change of Turn	(Management need) - Length of rostered turn to be regarded as original roster for purposes of overtime calculation.
Change of Turn	(Mutual exchange) - Principle of 39 hour per week payment to be preserved. For purposes of overtime calculation length of rostered turn to be regarded as that of actual turn worked.
Minimum Earnings	Make-up to be calculated weekly, where MEL rules are met, on basis of 39 hour per week payment plus overtime and enhancements, etc.

ANNUAL LEAVE

The objective of this agreement is to ensure that staff receive their full annual leave entitlement of 3 weeks 2 days or 4 weeks according to length of service. To this end, the following principles will apply:-

- (i) staff have an absolute right to their full leave entitlement of 3 weeks 2 days or 4 weeks;
- (ii) where, owing to the grouping of free days, staff receive less days leave than are rostered in an average 3 weeks 2 days or 4 weeks, additional days will be granted to compensate for the shortfall;
- (iii) where additional leave outside the customary 2 weeks holiday period is taken in the form of individual turns, instead of complete weeks, 5 turns will count as one week in cases where rostered turns vary between 7 and 9 hours.

LIEU DAYS

Entitlement to lieu days will continue in accordance with existing national agreement. The payment will relate to the time not worked when the lieu day is taken and the normal 39 hour standard week payment will therefore be maintained.



APPENDIX C

BRITISH RAILWAYS BOARD

MEMORANDUM TO R.S.J.C.

18 FEBRUARY, 1982

THE MANNING OF TRACTION UNITS

1. BACKGROUND

Following papers and discussion on this subject since the commencement of talks under "Challenge of the 80's" a need is seen for Management to more precisely define the areas where a revision of the existing agreements are sought, taking into account views that have been expressed from both sides of the table. With the objective of seeking higher productivity and single manning wherever possible and including one many only operation development the revised detail is shown below for your consideration:-

2. REVISED MANNING AGREEMENT

With increased speeds, improved cab conditions and views expressed in regard to strain in different fields of operation it is seen that mileage or distance travelled per turn is becoming less important than time and concentration of effort. The proposals below are, therefore, revised to endeavour to meet this requirement.

3. PROPOSED AGREEMENT

All traction, except as shown in paragraph 4, will be manned by one Driver only, and the following limits will not be exceeded:-

- |                                   |   |
|-----------------------------------|---|
| 3.1 Aggregate duration of driving | (a) Inter-city passenger trains scheduled to run up to and including 100 m.p.h. |
|                                   | <u>7 Hours</u>  |
|                                   | (b) Intensive suburban duties   |
|                                   | <u>8 Hours</u>  |
|                                   | (c) Trunk freight trains and other passenger services                           |
|                                   | <u>8 Hours</u>  |



(d) All other traffic

8 Hours

3.2 Continuous driving non-stop:-

3 Hours

3.3 Continuous driving including station stops as in:-

- 1. (a) 3½ Hours
- 1. (b) 4 Hours
- 1. (c) 5 Hours
- 1. (d) 5 Hours

3.4 Duration of programmed turn

Not to exceed 9 hours with proviso for shunting turns of duty started from different signing on point.

3.5 Physical needs break (all with full facilities)

- 1 x 30 minute break between 3rd and 6th hour
- 2 x 20 minute break between 2nd and 7th hour
- 3 x 15 minute break between 2nd and 7th hour

4.1 Two drivers will be provided between stops where over 100 m.p.h. running is scheduled. Each of these Drivers will be subject to conditions as in Paragraph 3 and they will change over en-route as necessary.

4.2 An appropriate Secondman qualified in the specific duties will be provided if there is:-

- (a) a steam heating boiler being operated,
- (b) a safety requirement.

APPENDIX D

EMPLOYEE NUMBERS

	(1) April 1950	(2) End 1970	(3) (2) as an index of (1)	(4) End 1981	(5) (4) as an index of (1)	(6) (4) as an index of (2)
Drivers	44,237	21,488	(48.5)	18,626	(42.1)	(86.7)
All Footplate	87,678	29,877	(34.1)	24,350	(27.8)	(81.5)
Guards	24,653	14,164	(57.5)	12,017	(48.7)	(84.8)
Other Conciliation						
Traffic	96,546	49,390	(51.2)	31,615	(32.7)	(64.0)
Signalmen	26,020	11,726	(45.1)	7,263	(27.9)	(61.9)
Conciliation Eng.	60,170	33,847	(56.3)	30,119	(50.1)	(89.0)
Workshops	51,475	23,560	(45.8)	20,533	(39.9)	(87.1)
Clerical	n.a.	30,515	(n.a.)	26,781	(n.a.)	(68.1)
All Salaried	112,146	56,604	(55.4)	46,126	(45.2)	(81.5)
Total staff employed	497,031	207,707	(41.8)	166,362	(33.5)	(80.1)

NOTE: The grades for which figures are given are not intended to equate to the figure quoted for the total staff employed.



## DISTRIBUTION OF TURN LENGTH (FOR 7-9 HOUR FLEXIBLE ROSTERING)

Depot	TURN LENGTH ( HOURS / MINUTES )							
	07.00-07.30		07.31-08.00		08.01-08.30		08.31-09.00	
	Present	Proposed	Present	Proposed	Present	Proposed	Present	Proposed
York	0	26%	98%	41%	0.5%	5%	1.5%	28%
Lincoln	0	31%	100%	36%	0	5%	0	28%
Euston	0	14%	93%	28%	3.5%	28%	3.5%	30%
Nottingham	0	21%	98%	59%	2%	10%	0	10%
Ayr	0	30%	96%	54%	0	7%	4%	9%
Inverness	0	29%	87%	38%	5%	11%	8%	22%
Ashford	0	16%	94%	73%	5%	4%	1%	7%
Slade Green	0	17%	100%	70%	0	6%	0	7%
Bath Road	0.3%	12%	97.6%	60%	1.6%	17%	0.5%	11%
Westbury	0.3%	28%	92.3%	27%	6.2%	19%	1.2%	26%
Polmadie	0	18%	96%	60%	2%	15%	2%	7%
Glasgow Central	0	22%	100%	50%	0	17%	0	11%
Gourock	0	21%	100%	51%	0	18%	0	10%

## APPENDIX F

## UNDERSTANDING ON PRODUCTIVITY

1. The RSNC agrees that the discussions on productivity which took place at Watford on 15/16 July shall be resumed as quickly as possible within the appropriate sections of the RSJC and the results reported back to the RSNC.

2. When those discussions are resumed they shall take place on the basis of the following points agreed by the RSNC as a result of discussions held under the auspices of ACAS on 18/19 August.

(a) Open station concept

The parties accept the application in principle of this concept and agree that it will be possible to negotiate a specific agreement to introduce it. Negotiations shall be concluded on a basis for agreement by 31 October 1981.

(b) Manning of passenger trains

It is accepted that the introduction of the Bedford-St Pancras electrification service in May 1982 presents the industry with the opportunity of a fundamental rethink of the whole concept of manning trains where modern stock is introduced into intensive commuter areas.

Without any preconceived conditions on either side discussions shall take place on the prototype system for the Bedford-St Pancras service.

(c) Variable rostering hours within limits to be negotiated

Negotiations shall take place to establish variations to the rostering agreements with a view to introducing some flexibility around the 8-hour day, but without producing unreasonable variation in the length of each working day or week. These discussions shall be concluded by 31 October 1981.



(d) Easement of conditions of single manning on traction units

Negotiations shall take place on the proposals relating to single manning conditions, on the understanding that provisions will have to be made for appropriate safety measures and that there should be no worsening of staff conditions. These discussions shall be concluded by 31 October 1981.

(e) Manning of freight trains

There shall be an immediate joint examination with a view to establishing to the satisfaction of the parties the circumstances in which some freight trains could be operated without guards. Two or three pilot schemes shall if possible be ready for introduction by 1 January 1982.

(f) The trainman concept

Major obstacles between the unions which have prevented progress in this area in the past are being resolved. The ASLE&F and NUR undertake to enter into immediate negotiations with the Board with a view if possible to concluding an agreement which would provide recruitment, training and promotion through the grade of trainman to driver or to other appropriate grades. The negotiations shall be concluded by 1 January 1982.

3. It is reaffirmed that specific rewards will be negotiated for those staff whose responsibilities are directly affected under these agreements.

20 August 1981