

Driver Only Operation and related issues on Southern services: Agreement between GTR and ASLEF

GTR and ASLEF agree to work together to develop improved safe systems of work. We confirm that changes to working methods will be dealt with through the agreed collective bargaining procedures.

To this end, and by agreement:

1. GTR will guarantee that drivers are supported by committing to diagram and roster an OBS for all services that previously had a conductor on 21st August 2016. GTR reaffirms its commitment to maintaining an establishment based on a ratio of 2:1 OBS's to running turns. All services will normally operate with both a driver and an OBS. However, both GTR and ASLEF recognise that there are circumstances when, for the benefits of passengers, the overall service and employees, Southern services covered by this arrangement will run without an OBS as set out in appendix A.
2. For services within the scope of this agreement, the driver is responsible for the control, movement and dispatch of the train. However, where in degraded conditions, an OBS is present they may, if holding relevant competency, assist in the dispatch of the train, if required and authorised by Control to do so. The company will offer to provide OBSs the opportunity to maintain existing competence or be trained to undertake the relevant specific degraded safety critical task. This is set out in appendix B.
3. GTR and ASLEF commit to establish a Joint Working Party to work together to review the current and future concerns over the operation of DOO on Southern services as set out in appendix C.
4. GTR and ASLEF agree to work together on technology improvement as set out in appendix D.
5. GTR and ASLEF agree that the interlock system is of prime importance for ensuring the doors are securely closed, and is an essential element of the safe system of train dispatch. GTR affirms that they operate a safe system of work for the dispatch of trains which includes the traction interlock system and final safety check in accordance with the Rule Book. The Rule Book is the paramount instruction to drivers.
6. GTR and ASLEF jointly agree to explore the scope and feasibility of an indemnity scheme for drivers.
7. GTR is increasing its Driver Establishment over the course of this franchise to reflect the needs of the services.

8. ASLEF welcomes the GTR relocation policy for redundant drivers in the rail freight sector relocating to GTR as set out in appendix E.
9. GTR and ASLEF have agreed a joint process on the restoration of positive relationships as set out in appendix F, including a commitment to joint training. The parties are also committed to jointly work to develop effective part time working, family friendly and employment practices.
10. The Fail to Agrees (FTAs) recorded as a result of the extension of DOO on new routes are resolved as a result of this agreement. It is recognised that the FTAs from Barnham, London Bridge and Victoria contained additional elements which will require further consideration. Therefore discussion and conclusions on these issues will take place at the earliest opportunity.
11. GTR and ASLEF are proud of the fact that all on-board staff will be directly employed by GTR and not employed on any casual arrangements.
12. This agreement applies to those services set out in appendix G.

Dated.....

..... On behalf of GTR

..... On behalf of ASLEF

Appendix A

Running of DOO services that are booked to have an OBS

Scope

The arrangements in this document only apply to Southern service routes that, as at 21 August 2016, were operated with a conductor. It does not apply to Southern service routes that continue to operate with a conductor.

This agreement does not apply to circumstances where the OBS's turn is on the "no cover list". Sections A-H below detail the circumstances when the train can run without an OBS.

Introduction

GTR will guarantee that drivers are supported by committing to diagram and roster an OBS for all services that previously had a conductor on 21st August 2016. GTR reaffirms its commitment to maintaining an establishment based on a ratio of 2:1 OBS's to running turns. All services will normally operate with both a driver and an OBS. However both GTR and ASLEF recognise that there are circumstances when, for the benefits of passengers, the overall service and employees, Southern services covered by this arrangement will run without an OBS as set out below.

The overriding aim is to maintain and restore the integrity and resilience of the service, rather than cancel, to secure the benefit for the greatest number of passengers.

This document therefore sets out circumstances when services will run if an OBS is not available. This will only happen when all other options for OBS provision have been fully exhausted. Again, where an OBS is not available, GTR's commitment is to provide one for part of the service, wherever possible.

Agreed reasons to run without an OBS

The following are circumstances when Control may require the service to run without the OBS.

Before applying any of the following the Resource Manager/OBS Coordinator must try to provide a replacement OBS for the service, or part of the service, where reasonably practicable.

- a) OBS absent/ late on duty, or unauthorised absence, at the start of or during the duty, and where there is no alternative cover available to run this service.
- b) Late notice OBS sickness / emergency leave and where there is no alternative cover available to run this service.
- c) OBS delayed whilst 'passing' to work.
- d) OBS displaced by late running or service disruption.
Should c) or d) occur, arrangements must be made to restore OBS presence as soon as is reasonably possible.
- e) OBS unable to continue duty having commenced booked diagram (for example through sickness or assault).
- f) Driver or OBS error.
(e.g. If the OBS is left behind by driver and/or OBS error, or OBS misreading roster/diagram)
- g) OBS has to leave the service, to cope with a passenger incident or civil emergency.

- h) Should coverage of duties be impacted as a consequence of widespread or sudden high intensity sickness, the parties commit to working together to deliver the best possible service arrangements for the benefit of passengers.

Monitoring and Reporting

GTR is committed to ensuring that this agreement is managed in good faith and a regular report will be provided to the Passenger Services Director and DOO Joint Working Party (JWP).

Any concerns expressed by the JWP will be reported to the Passenger Services Director and the Drivers' Company Council (DCC). The Passenger Services Director will take any appropriate action and update the JWP and DCC.

Appendix B

DOO in 'degraded working' situations (Southern services)

For services within the scope of this agreement, the driver is responsible for the control, movement and dispatch of the train.

However, where in degraded conditions, an OBS is present they may, if holding relevant competency, assist in the dispatch of the train, if required and authorised by Control to do so. The company will offer to provide OBSs the opportunity to maintain existing competence or be trained to undertake the relevant specific degraded safety critical task.

The overriding aim is to maintain the integrity and resilience of the service, rather than cancel, to secure the benefit for the greatest number of passengers.

'Degraded working' is agreed as the following:

- a) Unable to gain door interlock.
- b) In cab CCTV images missing.
- c) In cab CCTV images not suitable for dispatch.

In any of the above degraded circumstances, the driver must firstly contact Fleet Control, as per current procedures, and clearly report the details of the issue.

Unable to gain door interlock:

- a) The driver and/or OBS to investigate any blockage of doors preventing door interlock.
- b) In the event that the driver/OBS are unable to rectify the problem, then the reporting procedures as detailed in the Rule Book should be followed.

In cab CCTV image issue:

Control will decide, (based on specific circumstances, time, location, type of traction, alternative services etc.) one of the following courses of action:

- a) To instruct the driver to aux off/aux on to see if the images return.
- b) To run the train as booked, if an OBS with relevant competence is on board, to assist in the dispatch of the train at unstaffed stations. At staffed dispatch stations normal DOO dispatch arrangements will apply.
- c) To ask the driver to use degraded operation in accordance with the Rule Book.
- d) To call the train at staffed dispatch stations only.
- e) To terminate the train and remove from service.

Appendix C

Joint Working Party DOO ASLEF/Southern

Scope

GTR and ASLEF agree to establish a Joint Working Party to work together to review the current and future concerns over the operation of DOO on Southern services and ensure that the parties will monitor existing arrangements and cooperate to monitor and discuss the future implementation of any changes to DOO on Southern to include the rollout of agreed technology upgrades to improve existing systems. The purpose of this JWP is to ensure that there is alignment and co-operation between ASLEF and GTR.

Members of the Joint Working Party

The core membership of the JWP will be as follows:

ASLEF – 4 members (ASLEF to confirm membership)

GTR – 4 members (including 1 Train Operations, 1 Health & Safety, 1 Engineering)

This JWP is established under the Collective Bargaining arrangements in place on Southern and as such it reports to and escalates any issues to the Monthly Drivers Company Council meetings where they will be discussed and resolution identified.

Remit

- a) To monitor the operation of DOO on Southern, to include the identification and resolution of any issues
- b) To review the scope of the introduction of new technology and monitor the implementation of any such introduction.
- c) To review the application and implementation of relevant industry guidance and instructions, and any proposed changes
- d) Both parties commit to active and positive dialogue in regard to the ORR Joint Improvement Plan.
- e) To be the forum for the initial discussion of any changes to DOO on Southern
- f) The JWP will initially meet as required and then move to being bi-monthly. Thereafter meetings will take place not less than quarterly.
- g) The scope of the working party can be varied by agreement.

Appendix D

Technology improvement

Principle

GTR and ASLEF agree to work together to develop improved safe systems of work.

GTR agree to develop further safe systems of work for DOO train operation in passenger service across the network, so far as is reasonably practicable.

The parties acknowledge that some of the equipment, although meeting industry standards, is capable of updating. The intention of the company is to provide the driver with an improved image quality in line with more recent compatible rolling stock.

Application

- a) Provide an update programme to cab equipment for the DOO systems on the Class 377(1-5).
- b) Agree a process to ensure appropriate monitoring of the effectiveness of the equipment in use.
- c) Support this with an investment fund to progress, over an agreed timescale, the delivery of progressive benefits to DOO :
 - I. This will apply to the defined older equipment in use across the Southern network.
 - II. Both parties acknowledge that while the current systems meet industry safety standards, the future investment programme will continue over a period of time subject to the exigencies of the train service.
- d) Regular programme updates will be provided to the DOO Joint Working Party.

Timescales

- a) The investment programme will require a period of system design and approval, with a trial unit being available in 8-12 weeks.
- b) Subject to a satisfactory trial, it is the intention of the company to complete the roll-out across the applicable fleet by autumn 2020. If there is any change to this schedule the matter will be discussed at the DOO Joint Working Party.

Appendix E

GTR relocation policy – For redundant drivers in the rail freight sector relocating to GTR

The parties are aware of the contraction in the rail freight sector and the displacement of experienced drivers that this is causing. GTR will offer relocation support to any driver who has been made redundant or is likely to be at risk of redundancy by their current employer as a result of this contraction, and who is prepared to relocate to within a reasonable travelling time (by own vehicle or rail) of any GTR train driver depot. Any job offer would be made on factors that will include:

- a) The driver is qualified and holds full current driving competence.
- b) That the driver passes a full medical.
- c) That the driver had been made redundant or is likely to be at risk of redundancy as part of a downsizing exercise by their current employer.
- d) That the driver passed a job interview with GTR.
- e) That the driver was prepared to relocate their place of residence to within a reasonable travelling time of a GTR drivers' depot.
- f) That GTR would not offer continuity of service but would engage any such driver on the first year driver rate of pay, which would remain in place until they had passed both traction and route training.
- g) Relocation support will be available (details to be determined following further discussions).
- h) An associated repayment mechanism in respect of any relocation package may be applied if the driver leaves of their own volition within 3 years of commencing employment.
- i) This procedure is at the discretion of the company for individual circumstances.

Appendix F

GTR & ASLEF – Restoration of positive relationships

Both parties accept that 2016 was a difficult year during which the previously positive and constructive working relationship between the company, ASLEF and individual drivers was damaged by strikes and legal action.

Both GTR and ASLEF are keen to rebuild these relations but accept that this will require work and good will from both parties. Detailed below are some initial initiatives:

- a) On completion of the 2016 pay deal, both ASLEF & GTR will sign a revised Drivers Agreement that replaces the old DRI, and also provides a single source of truth on the contractual and procedural obligations between the parties – this will then be rolled out via joint training sessions involving GTR Trains management team and ASLEF representatives.
- b) Joint training will be developed on procedure agreements and company policies.
- c) We will jointly work to develop effective part time working, family friendly and employment practices.
- d) Discussion on Drivers Establishment and resourcing.

Appendix G

Scope of Southern Services covered by this agreement

The following Southern service groups, where operated using in cab CCTV fitted rolling stock, are covered by this agreement:

- a) All Services running on the Brighton Main Line(BML) which as at 21 August 2016 were operated with a conductor.
- b) Services to East Grinstead.
- c) Services between Reigate/Redhill and Tonbridge.
- d) Services between Horsham and Dorking.
- e) Services between Three Bridges/Horsham/Arun Valley.
- f) Brighton/Haywards Heath to East Coastway.
- g) Brighton/Haywards Heath to West Coastway.

Note – for the avoidance of doubt this agreement does not apply to Southern Metro, Southern BML and Gatwick Express services that were already operated DOO as at 21 August 2016 and which will continue to operate in this way.