

AD HOC TRAINS FUNCTIONAL COUNCIL
OLYMPIC AND PARALYMPIC WORKING

MINUTES OF MEETING HELD ON 9 SEPTEMBER 2011
AT 13:30 BAKER STREET

Representing Management:	Representing Staff Side:
Mr L Ramsay, (Chair)	Mr S Crowley, ASLEF (Staff Side Secretary)
Mr N Shaw, (Performance Manager, Piccadilly Line)	Mr D Feldwick, ASLEF
Mr S Wilson, (Duty Schedules)	Mr T Cashman, ASLEF
Mr G Miller, (Senior ER Manager)	Mr G Dean, ASLEF
Mr T Morris (ERM)	Mr F Brennan, ASLEF
Mr J Breen (TOM, High Barnet/East Finchley)	Mr B O'Dowd, RMT
	Mr G Watson, RMT
Ms Jenna Sichel (Secretary)	

Apologies for absence: Mr Reid

Mr Ramsay welcomed everyone to the meeting. Apologies for absence were noted from Mr Crowley (first part of meeting) and Mr Reid.

Mr Ramsay said this meeting followed on from the positive position reached at the last meeting which meant that only a few items needed to be addressed to get an agreement. He confirmed that he had received ASLEF's proposal and asked for the proposal to be run through. In response to Staff Side's request for the meeting to be minuted. Mr Ramsay confirmed that was in line with his expectation and as such minutes were being taken.

ASLEF stated that the proposal allowed for management to run the required Olympic service, whilst protecting the needs of train operators. The Staff side chair read from the statement attached as appendix 1.

RMT said that some parts of the proposal were not the RMTs' position and they were in no position to negotiate for a 9 hour Saturday and Sunday, changes to the Bakerloo line tunnel trip restrictions or anything outside of the current framework or PTOA. RMT said it was not in their capacity to agree this and they had been instructed not to. If management wished they could write to RMT's Head Office as they believed that the RMTs policy was to support those options that required the recruitment of more drivers.

Mr Ramsay noted the RMT's position and stated that as talks had started in February it as disappointing that this relatively sudden change in position had occurred at such a late juncture.

RMT said that they had made it clear at the start there were certain parameters they could not go outside, and that this had been emailed to management several weeks ago.

Management acknowledged this but reiterated that talks had started in February.

ASLEF stated that previous joint Staff Side proposals with changes to the Trains Framework Agreement had taken place at this level and that only the Trains Functional Council and no-one else could discuss changes to the Framework Agreement for train operators, it was not a matter for Head Offices. The RMT responded to ASLEF by saying that this Council should also act to ensure the Framework Agreement was adhered to.

Management said the following points would need to be considered further:

- Whether the tunnel trip restrictions on the Bakerloo line would be suspended and whether this would gain payment
- Whether volunteers for late duties would be used in the first instance

Adjournment 14:00-15:30

Mr Ramsay thanked Staff Side for the adjournment and noted that Mr Crowley was now in attendance and that Mr Watson had left leaving Mr O'Dowd the sole RMT representative remaining.

Mr Ramsay said management were now in a position to make an offer and confirm it in writing. Mr Ramsay read the proposal and concluded by stating this was a good deal for train operators and London Underground and one that would ensure there was a feeling of good spirit during the Games. He then asked for Staff Side to consider seriously the proposal on behalf of their members and come back to management with a response.

Adjournment 15:55-16:10

Mr Ramsay invited the Staff Side Chair to respond. Mr Feldwick said after a debate and a Staff Side vote, that Mr O'Dowd representing the RMT had been outvoted by those present for ASLEF. Mr Feldwick added that he acknowledged the position that Mr O'Dowd had been required to take but that Staff Side would accept the offer in principle subject to a final proof read and check. Mr Ramsay thanked Trains Functional Council and confirmed that the offer would be sent out to Staff Side.

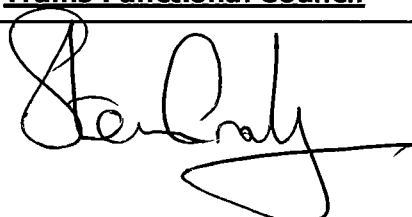
RMT said there were issues they couldn't accept and asked that the Offer be sent to RMT head office noting that in principle the votes had gone against the RMTs position.

Mr Ramsay reaffirmed that Trains Functional Council were the body that decided on behalf of train operators and that business is conducted between Management and Staff Side and not the separate Trades Unions. Mr Ramsay reiterated his thanks to the Trains Functional Council.

MEETING CLOSED 16:12

Lance Ramsay
Chair
Trains Functional Council

Steven Crowley
Staff Side Secretary
Trains Functional Council



Appendix 1

Management and Staff Side, of the Trains Functional Council, recognise that temporary changes to existing working agreements are the most efficient way of facilitating the train service required over the Olympic and Paralympic periods.

- 1)** Overtime on every duty will be paid on a daily basis. That is, if the normally rostered duty would have been 7 hours, and the Olympic duty is 8 hours, then the train operator would receive 1 hour overtime in addition to any other payments.
- 2)** The later running required for the Olympic Opening Ceremony on Friday 27 July 2012 will be covered by Appendix 3a of the PTOA.
 - If revisions to duties and rest days are necessary throughout that week (from Sunday 22 July 2011) these will be dealt with in accordance with Appendix 3a of the PTOA.
 - Detailed arrangements for the allocation of staff to duties will be dealt with locally. Trains Functional Council will provide advice and support to Level 1 Committees to ensure that this process operates smoothly.
- 3)** Late night running for the remainder of the Olympic and Paralympic periods will be covered by an extension to Appendix 3b of the PTOA.
 - Staff Side will agree that the Olympic and Paralympic periods count as one "event" under the PTOA.
 - For this period Appendix 3b will be extended to 03:00 rather than the one hour extension envisioned in the Agreement.
- 4)** Saturdays and Sundays only.
 - On Saturdays and Sundays (insert dates), only, duties may be scheduled up to 9 hours (plus a 30 minutes meal break).
 - On these dates the Bakerloo Line 5.5 tunnel Agreement will be temporarily suspended allowing the working of 6 tunnels per duty.
 - The maximum rostered aggregate driving spell will be 4 hours, 15 minutes. The maximum rostered time without a break will be 5 hours, 15 minutes.
 - Each duty that exceeds 8 hours (plus a 30 minutes meal break) will be paid an additional payment at the hourly rate for any time on duty.
 - Each duty that exceeds 8 hours (plus a 30 minutes meal break) and finished after 01:30 will be paid an additional payment at the overtime rate for any time on duty.

- Each Bakerloo Line duty that exceeds the 5.5 tunnel Agreement will be paid an additional payment at the hourly rate for any time on duty.

5) Train Operator Recruitment.

Train staff recruited for the purposes of an Olympic Project Pool at specified depots must operate in accordance with the 2009 Agreement. This will be overseen by the Movements Committee.

6) Balancing of Duties with payments.

Duty Schedules will make every effort to balance turns with enhanced payments between early and late shifts.

7) An additional payment to Train staff of £500 each will be made to recognise the temporary changes to the PTOA / Framework Agreement conceded in this Agreement. This will be entirely separate to, and in addition to, any payment agreed to be made to all other staff at Company Council level.

8) Trains Functional Council will deal with any problems or anomalies, arising from the operation of this Agreement, with a view to resolving them constructively. Trains Functional Council Staff Side will review all duty sheets, prior to them be distributed, to ensure compliance with this Agreement.

9) This agreement is for the purpose of delivering the service required for the 2012 Olympic and Paralympic periods on the dates specified and will not be used on any other occasions. This is a one off agreement and cannot / will not be imposed at any other time / occasion.