

Conditions of Service Stood Off Arrangements Network Rail



**National Union of Rail, Maritime and Transport Workers
August 2018**

UNITY HOUSE
39 CHALTON STREET
LONDON NW1 1JD

Dear Member,

The Stood Off arrangements were negotiated and revised with British Rail in the 1960s and 1970s and were set down in the Red, Blue and Green Conditions of Service books produced by the union.

They remain contractual Conditions of Service for our members covered by the Red, Blue and Green Books in Network Rail today.

In July 2018, following extensive negotiations over the use and interpretation of the existing Stood Off arrangements with Network Rail, your National Executive Committee agreed a new re-statement and interpretation of the Stood Off arrangements.

This means that the Stood Off arrangements are re-confirmed as a live condition of service, in the context of developments in the law and regulations since they were first agreed, for our affected members in Network Rail.

This booklet sets out the entitlements arising from the Stood Off agreement and arrangements and provides guidance for representatives and members who may have to deal with processes for members who have a medical restriction that affects their role.

The full texts of the Conditions of Service books and the new re-statement of the Stood Off arrangements from which this

guidance booklet derives are available through the RMT website www.rmt.org.uk in the members section on the pay & conditions database.

I hope that you will find this booklet useful in dealing with matters relating to Stood Off but remember that assistance can be obtained via your Branch Secretary, Local and Area Representatives, National Coordinators, Regional Office and Head Office.

Yours sincerely,

A handwritten signature in brown ink that reads "Mick Cash". The signature is written in a cursive style with a large, prominent "M" and "C".

Mick Cash
General Secretary

August 2018

RMT BRIEFING – STOOD OFF ARRANGEMENTS NETWORK RAIL

Introduction

The arrangements usually known as “Stood-Off” are a set of longstanding agreements established under British Rail that are still in place with Network Rail for staff who are certified as unable to continue in their own role, but are able for alternate duties - Suitable Alternative Work.

The arrangements apply to Network Rail staff who are still governed by the Conditions of Service books (Red, Blue and Green Books).

Following developments in the Equalities Act (2010) the position now is that in the first instance consideration should be given to reasonable adjustments, to see if the member can continue, with those adjustments, in their current role before any other consideration.

Originally the arrangements were unpaid and enabled staff to be “Stood-Off” without pay but kept on the company’s books in the hope that alternative work may become available.

However, from 1979 the agreement was revised so that staff with 10 years’ service could be “Stood-Off Whilst Awaiting Selected Work” and paid their basic rate of pay for a maximum period of 2-years.

At the end of that 2-year period, if they have not been accommodated they will enter the Ill health Severance arrangements and have their employment terminated.

This briefing sets out the arrangements that are applicable to our members covered by the Red, Blue and green Conditions of Service Books, the processes that are to

be followed, and guides Representatives and members on how they should be implemented when dealing with cases.

Status of Stood-Off Arrangements

- Stood-Off has been a Condition of Service for what were known as Conciliation (Blue), Salaried (Red) and Workshops (Green) Grades in British Rail in the 1960s and amended in the 1970s. This has been passed on to relevant Network Rail members now in Maintenance and Operations.
- In 1979 it was further agreed that Stood-Off should be paid at basic rate for up to 2 years for those with 10 years' service.
- Stood-Off remains a contractual Condition of Service for those Network Rail members covered by the Blue, Red and Green conditions of service Books.
- Being eligible for Stood-Off arrangements is not dependant on having worked for British Rail. It applies equally to all staff who have entered employment (or who are still to enter) in roles covered by the Blue, Red and Green Books and the PTR&R.
- The fact that Stood-Off still applies to staff covered by the Blue, Red and Green Books is fully accepted by Network Rail in the new interpretation/statement of the arrangements and this means that this valuable condition of service, effectively a contractual right for our affected members, is secure and will continue in to the future.

INTERPRETATION OF STOOD OFF PROVISIONS 2018

Recently a number of disputes over the use, interpretation and even the denial of the Stood Off arrangements have occurred. The negotiations arising from those disputes resulted in the following agreed interpretation and re-statement of the Stood Off arrangements in July 2018.

While this statement is now authoritative it is important to remember that the full Stood Off Arrangements as originally composed are also still in place in the Conditions of Service books and may be consulted for a greater understanding.

Below the text of the agreement sent from Network Rail to RMT is set out in full:

“I write following discussions with your representatives regarding the interpretation of the ‘Stood Off’ provisions in the former British Rail Red/Blue/Green books. As part of those discussions we have agreed the following provisions that will apply to the use of Stood Off:

1. Employees covered by the Red/Blue/Green books with permanent medical conditions that prevent them from performing their current role should be accommodated into their current role with reasonable adjustments where feasible, as per Network Rail’s (the company) obligations under the Equality Act (2010).

2. Those who cannot be accommodated should have their

permanent restrictions detailed by their GP, and by the company's occupational health (OH) provider. Where there is a difference of opinion between the GP and OH with regards to the employees' restrictions, the view of OH shall be preferred.

3. Following the receipt of the OH report, a welfare meeting should be arranged (with the right to accompaniment by a union representative or colleague if requested by the employee) in which suitable alternative roles are identified, based on the following criteria and obligations:

- a. The employees' restrictions*
- b. The company's obligations under the Equality Act (2010)*
- c. The underlying principle of the Stood Off arrangements - that every possible endeavour will be made by Network Rail to accommodate the employee in suitable alternative work in an existing or templated role*
- d. The principles of the Promotion, Transfer, Redundancy & Resettlement (PTR&R) arrangements in the yellow book (i.e. skills, knowledge and experience; the practicability of training, comparative level of remuneration & travelling time) being used to evaluate whether a particular post under consideration is viable or acceptable to the employee*

4. Where there is a disagreement at the welfare meeting regarding whether any suitable alternatives exist or not, this will be escalated to a meeting with a more senior manager and more senior union representative for resolution. This may include referring any proposed roles to OH for assessment as

to whether those roles are within the physical restriction identified for the individual (if not already detailed in the previous OH report and/or doesn't unreasonably delay the process). This meeting shall take place within 14 calendar days.

5. Where every possible endeavour has been made by the company and the employee to identify suitable alternative roles, but no such suitable alternative roles are identified, the employee will leave the company with their contractual notice and ill health severance.

6. Where a suitable alternative role is identified that is vacant, they shall be placed into that role, providing that they meet the criteria in clause 3 above.

7. Where the suitable alternatives role(s) is/are not vacant, the employee will be Stood Off for up to 2 years (with basic pay and London & South East allowances where applicable if they have at least 10 years' service).

8. During Stood Off employees will:

a. Take all their annual leave

b. Attend the workplace for 1:1s, safety briefings, and team meetings, as appropriate and relevant to the suitable alternative roles that have been identified for them

c. With the employees' agreement, participate in shadowing, periods of work experience, trials, placements, training and alternative deployment that are in line with the employees'

restrictions

9. If the employee is not accommodated during the Stood Off period, notice will be served to coincide with the end of the Stood Off period i.e. at month 21 if 3 months' notice is due. Ill health severance will be paid at the end of the notice period.

10. In all cases where an employee is redeployed into a suitable alternative role or Stood Off, their substantive role will be backfilled by the company on the assumption that their medical restrictions are permanent.

11. If any employee covered by these arrangements declines the offer of a suitable alternative role or expresses a desire to leave, they shall leave the company with ill health severance.

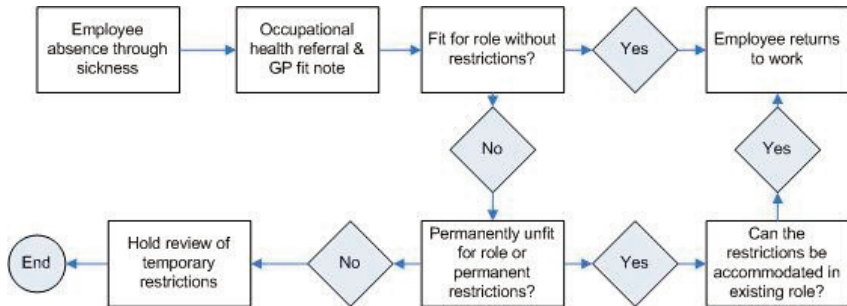
*Yours sincerely
Mustafa Faruqi
Head of Industrial Relations
12th June 2018”*

IMPORTANT POINTS WHEN DEALING WITH STOOD OFF CASES

- The new interpretation and re-statement of the Stood Off Provisions will not resolve all issues and arguments arising. There will still be disagreements over the use and interpretation arising from each case depending on the detail of the case and the stance taken by the management at the time.
- But by securing this agreement our representatives are now in a far stronger position to argue our members' cases.
- The chief purpose of the welfare meeting, in regard to a member who has a permanent restriction who cannot be accommodated in their own role, is to identify whether Suitable Alternative Work is available in which they can be accommodated. This does not mean that an actual vacant post has to exist at the time. If Suitable Alternative Work is identified and but there is not a vacant post available then the member will go in to Stood Off for a period of up to 2 years. If they have 10 years' service this will be paid at basic pay.
- Clause 3 – the bullet points set out here outlines a structure for the discussion in the welfare meeting. It prevents management making any arbitrary or irrational decisions in relation to the member and bases the meeting on the principle that it is a requirement for Network Rail *“that every possible endeavour will be made by Network Rail to accommodate the employee in suitable alternative*

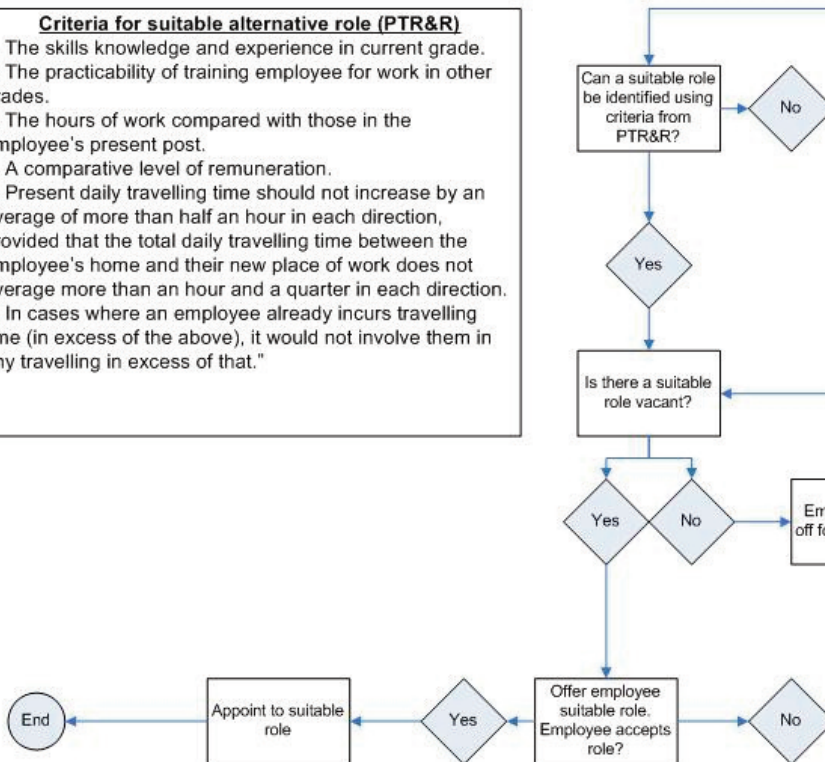
work”.

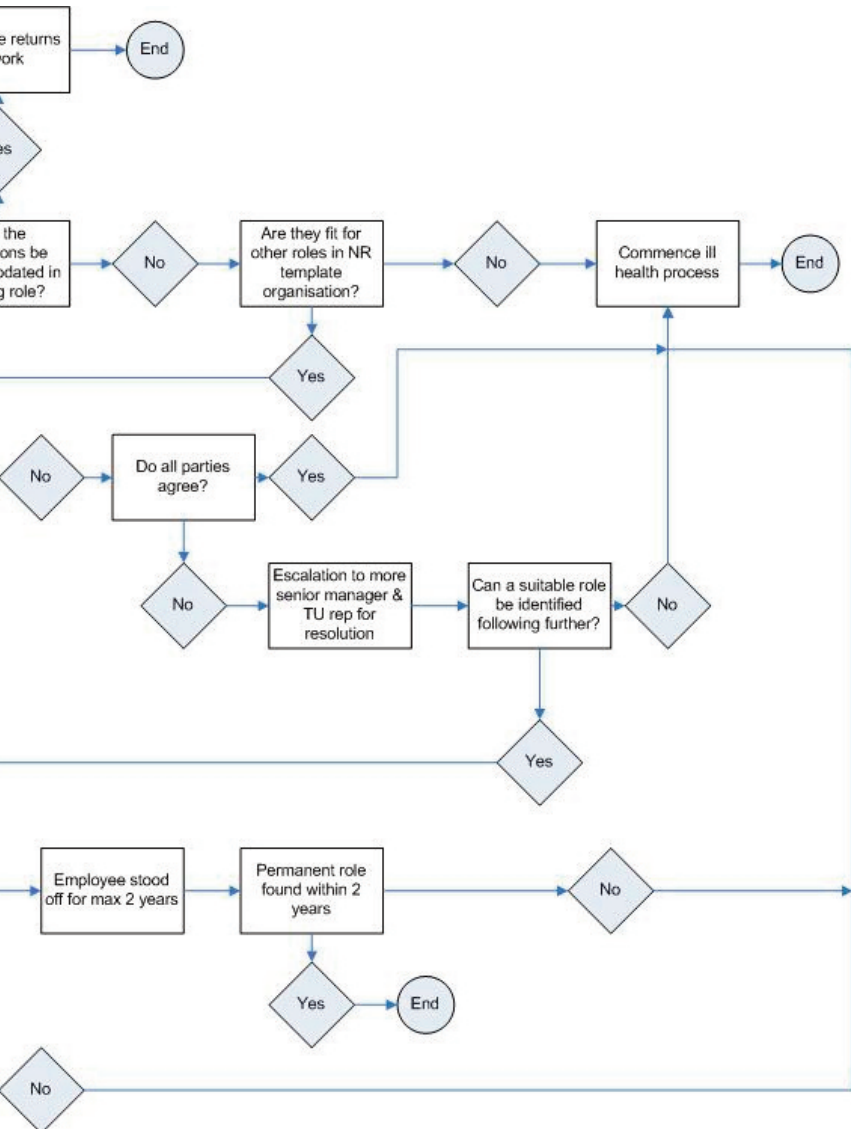
- Clause 3d – outlines the principles set out in the PTR&R Arrangements (Yellow Book) on how to evaluate whether a particular post under consideration as Suitable Alternative Work is viable or acceptable to the employee. It may be necessary to consider in full the full text of these principles at pages 113-114 of the PTR&R book. It is most important to remember that the provisions of the PTR&R are chiefly concerned with reasons why the employee might legitimately decline a particular post as Suitable Alternative Work rather than a reason why the management might impose or decline to offer a particular post.
- Clause 3d – retention of salary – although the level of remuneration in the current post and roles under consideration is an element of the evaluation, it should be remembered that the existing Conditions of Service provide that any member with 3 years’ service who is reduced in grade due to ill health, eyesight failure or accident is entitled to retain their salary from the post they vacate. This is set out in the Blue Book at pages 135-136, Red Book pages 58-59, and Green Book pages 90-91.
- Clause 4 - is an important new aspect of the arrangements. Where there is a disagreement at the welfare meeting on Suitable Alternative Work there is now an escalation process for the matter to be dealt with at a more senior level between managers and the union.



Criteria for suitable alternative role (PTR&R)

1. The skills knowledge and experience in current grade.
2. The practicability of training employee for work in other grades.
3. The hours of work compared with those in the employee's present post.
4. A comparative level of remuneration.
5. Present daily travelling time should not increase by an average of more than half an hour in each direction, provided that the total daily travelling time between the employee's home and their new place of work does not average more than an hour and a quarter in each direction.
6. In cases where an employee already incurs travelling time (in excess of the above), it would not involve them in any travelling in excess of that."





- Clause 8 – sets out some obligations that the member has while they remain employed by Network Rail while in Stood Off:
 - a. The employee has to take their annual leave as they are employed like other staff. As a paid employee members in Stood Off have to be available for reasonable contact with the company and for any appropriate meetings concerning their case. During annual leave they are therefore unavailable to Management. Members should use their normal annual leave application process to book their holidays. *Members will not be able to accumulate untaken annual leave in the hope that this may be paid out at the end of the 2 year period.*
 - b. The employee will attend for certain meetings as set out but only relevant for the suitable alternative roles that have been identified for them. They are not compelled or obliged to attend the workplace for the sake of it, and certainly not for ad-hoc or made-up duties or tasks.
 - c. The employee can agree to attend for the type of activities set out in this sub-clause.

- Clause 9 – for a member who is not accommodated in a post during the 2-year period, notice will be served to coincide with the end of the 2-year period. Notice will not be served or paid in addition to the 2-year period. Ill health severance will be paid at the end of the 2-year period.

SUMMARY AND CLARIFICATION OF PROVISIONS IN THE CONDITIONS OF SERVICE RELATING TO “STOOD OFF” AND OTHER ASSOCIATED TERMS

This summary is provided in order to assist in reading the conditions of service books. They should be read in conjunction with the 2018 Interpretation document set out above.

The Conditions of Service make various provisions for staff who are unable to continue in their own substantive role due to a health condition.

The Conditions of Service in this matter were established and amended at various times and are set out in the Blue, Red and Green Books but may not be completely clear in their meaning on first reading.

The Conditions of Service categories are set out below, and the various provisions and processes clarified.

The terms used in the conditions of service books relevant to Stood Off are as follows:

Condition of Service	Comment/Summary
Staff who are certified by the Occupational Health Service as permanently unfit for further railway work	Receives ill health severance
Staff Stood Off whilst awaiting selected work	If more than 10 years' service and no reasonable suitable alternative work offered, paid for a maximum of 2 years and then ill health severance if not accommodated. A member with less than 10 years' service may also be categorised as Stood-Off but this would be unpaid for up to 2 years.

This briefing deals with staff that would be Stood-Off awaiting selected work - also termed suitable alternative work.

In considering cases please be aware that there are other scenarios such as “light work” and staff that are deemed fit for resumption of duty by their own GP but not by the Occupational Health Service. These must be considered separately by referring to the provisions set out in the Conditions of Service books.

An employee enters the Stood-Off arrangements via a process which is set out in the 2018 document above and is centred on the welfare meetings. They should be dealt with

under this process as a Condition of Service. For relevant employees it is not discretionary for the company and should be regarded as an entitlement to be enforced in the same way as salary, sick pay and holiday.

There is no ability for the company or managers to declare that Stood-Off “does not apply to you” or that they “interpret it differently here”. The process is long-established and has to be implemented in full and in light of the interpretation document agreed between Network Rail and the RMT in July 2018.

STOOD OFF PROCESSES	
Stage	Summary/Clarification
Occupational Health Service declares employee not fit for substantive role but fit for restricted duties	The employee cannot carry out requirements of their own role even with reasonable adjustments according to their restriction. There are other roles within Network Rail that they will be able to carry out
Where the suitable alternatives role(s) is/are not vacant, the employee will be Stood Off for up to 2 years (with basic pay and London & South East allowances where applicable and have 10 years’ service).	There is now a period of 2-years in which NR “ <i>will make every possible endeavour to accommodate</i> ” the employee in suitable alternative work.

Stage	Summary/Clarification
Regular reviews (at least 6-monthly) will be carried out with manager and Representative	Contact with the employee will be maintained and vacancies and other possible roles will be reviewed.
Offer of reasonable suitable alternative work	<p>At a review meeting NR may make an offer of what it proposes as reasonable suitable alternative work. Clause 3d of the 2018 document outlines the principles set out in the PTR&R Arrangements (Yellow Book) on how to evaluate whether a particular post under consideration as Suitable Alternative Work is viable or acceptable to the employee. It may be necessary to consider, in full, the full text of these principles at pages 113-114 of the PTR&R book.</p> <p>It is most important to remember that the provisions of the PTR&R are chiefly concerned with reasons why the employee might legitimately decline a particular post as Suitable Alternative Work rather than a reason why the Management might impose or decline to offer a particular post.</p>

Stage	Summary/Clarification
Refusal of an offer of suitable alternative work	If an employee refuses to accept an offer of suitable alternative work, which is within the scope of the 2018 interpretation, they will have their employment terminated via the ill health severance arrangements.
Acceptance of an offer of suitable alternative work	When an employee accepts an offer of suitable alternative work they will have been accommodated and will leave the Stood Off arrangements.
Two year period expires with no suitable alternative work available	For those that are on an unpaid basis the Stood Off arrangement can be extended if there are reasonable prospects. If there are no prospects, and for those that have been paid for 2 years, the ill health severance arrangements will be implemented. Contractual notice will be given so that the last day of employment coincides with the end of the 2-year period
Employee requesting ill health severance	At any time during the 2-year period the employee can request and will be granted the ill health severance arrangements.

Guidance and Key Points

- In order to enter the 2-year Stood-Off arrangements the Occupational Health Service has to declare that, because of a medical restriction, the member cannot continue in their current or normal duties, even with reasonable adjustments, but can do other suitable alternative work.
- Suitable Alternative Work must exist as an actual existing role within the company's structures. Work cannot be invented or made up.
- Where Suitable Alternative Work is identified but an actual vacancy is not available then the member will enter the 2-year Stood Off period.
- A person who is signed off sick and is unable to attend work by their GP or Consultant/Specialist may not be able to enter the Stood-Off arrangements.
- For Stood-Off to apply the member has to be fit for duty and able to work, but they cannot fulfil their own role even with reasonable adjustments.
- Members who are unfit to return to work and are therefore declared as "*permanently unfit for further railway work*" will enter the Ill Health Severance arrangements and not the Stood-Off.
- A member that enters Stood-Off by definition is away from the workplace awaiting selected work but they will be required to attend the workplace for the purposes set out in the 2018 document at 8b and may agree to attend the workplace for the purposes

set out in 8c.

- A member who is Stood-Off should not be “*Used to Best Advantage*” (UBA) or in made up, ad-hoc or piecemeal work, tasks or duties.
- A member that refuses to accept an offer of Suitable Alternative Work, which is within the scope of the 2018 interpretation, will have their employment terminated via the ill health severance arrangements.
- Where a member takes a job in a lower grade as a result of being accommodated in Suitable Alternative Work salary retention is guaranteed by the Conditions of Service. Any member with 3 years’ service who is reduced in grade due to ill health, eyesight failure or accident is entitled to retain their salary from the post they vacate. This is set out in the Blue Book at pages 135-136, Red Book pages 58-59, and Green Book pages 90-91.
- A member can at any time during the Stood-Off period request to leave employment under the ill-health severance arrangements.

Conclusions

The Stood- Off arrangements outlined in this brief are Conditions of Service agreed by the union for our members and have the status of contractual entitlements. This has been reaffirmed by Network Rail in the agreement we have made in July 2018.

From time to time Network Rail managers may attempt to either deny that the Stood-Off entitlement still exists, to interpret the arrangements in their own way, or to rush people through a process that results in the premature termination of employment through ill-health severance.

This guide and the 2018 agreement confirms that the arrangements are still valid, in place as part of our collective agreements with Network Rail and form part of our members' contractual entitlements.

Remember the purpose of the Stood-Off period of up to 2 years is for Network Rail to make "every possible endeavour to accommodate" the employee in suitable alternative work. This has to be a positive effort by the company to actually materially assist the employee and has to be far more substantial than just circulating vacancy lists.

The company and the managers have to be compelled to actually do something real to assist the employee in finding that alternate work.

By referring to this guide Representatives and members can ensure that the company sticks to those entitlements so that our members can enjoy the full benefit of their hard-won Conditions of Service including, where applicable, up to 2-years paid at basic rate.

Any Representative or member that encounters difficulty in applying these arrangements should contact their Regional Office in the first instance for assistance with the case.

References in this briefing

Stood-Off Arrangements

CONCILLIATION BLUE BOOK pages 138-140

SALARIED RED BOOK pages 61-63

INTERPRETATION OF STOOD OFF PROVISIONS 2018

text reproduced in this booklet. Original correspondence available on RMT website.

Considerations for offers of Suitable Alternative Work

PTR&R YELLOW BOOK

Notes for Guidance pages 113-114

Reduced in Grade

CONCILLIATION BLUE BOOK pages 135-136

SALARIED RED BOOK pages 58-59

WORKSHOPS GREEN BOOK pages 90-91



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