

## TRANSPORT for LONDON

## Pre - engagement Screening Matrix for Temporary Workers

TfL Functional Departments		Identity checks & right to work	Proof of address	Employment history	Occupational Health questionnaire	Occupational Health medical (if questionnaire flags up issues)	Basic DBS disclosure	Enhanced DBS disclosure	Qualifications (inc drivers licence) and / or professional membership verification	Financial Probity	Government Security
A	Operational Staff - including Stations/Trains/Revenue Protection Inspectors & Apprenticeships	x	x	x	x	x	x				
B	Operational Staff - Bus Drivers/Drivers	x	x	x	x	x	x		x		
C	Operational Staff - Dial a Ride	x	x	x	x	x		x	x		
D	Engineering Roles - specifically stated by hiring manager	x	x	x	x	x	x		x		

E	Administration and support staff including other functional and Head office roles	x	x	x			x				
F	Named administrative and support staff including other functional and Head Office roles in contract appendix and as instructed - Financial Probity Checks	x	x	x			x			x	
G	Administrative and support staff including other functional and Head Office roles - Qualifications / Prof Membership	x	x	x			x		x		
H	Named Administrative and support staff, engineering staff including other functional and Head Office roles in contract appendix and as instructed - Qualifications / Prof Membership & Financial Probity	x	x	x			x		x	x	
I	Administrative and support staff including other functional and Head Office roles - Basic Disclosure - Working with Members of the Public / Dealing with Money	x	x	x			x				
J	Office roles - Enhanced Disclosure - Working with Children / Vulnerable Adults	x	x	x				x			
K	Administrative and support staff including other functional and Head Office roles - Government Security	x	x	x			x				x
L	Managers, Senior Managers and Directors	x	x	x			x				
M	Managers, Senior Managers and Directors - Qualifications / Prof membership	x	x	x			x		x		
N	Managers, Senior Managers and Directors - Qualifications / Prof membership & Financial Probity	x	x	x			x		x	x	
O	Managers, Senior Managers and Directors - Basic Disclosure - Working with Members of the Public / Dealing with Money	x	x	x			x				
P	Managers, Senior Managers and Directors - Enhanced Disclosure - Working with Children / Vulnerable Adults including Occupational Health hires	x	x	x				x			
Q	Managers, Senior Managers and Directors - Government Security	x	x	x			x		x		x



## APPENDIX 10

### The Authority Financial Probity and Qualification checks/validation

#### 1. Financial Probity requirements

The Service Provider shall check and provide financial probity checks in every case for roles with the following job titles and in addition, provide financial probity checks for any role when requested by The Authority. Request for checks outside of this list will be via The Solution or via Email to The Service Provider.

Checks are to commence before the worker begins their assignment.

For clarification, this requirement currently applies to workers across the GLA Group:

Commercial Accountant
Commercial Finance Analyst
Technical Accountant
Capital Accountant
Accounts Clerks
Accounts Manager
Accounts Supervisor
Assistant Accountant
Senior / Lead Analyst
Tax Accountant
Tax Manager
Senior Credit Controller
Credit Controller
Finance/Accounts Officer
Finance/Accounts Assistant
Financial Operations & Performance Mgr
Financial Operations Assistant
Business Accounting Manager (Engineering)
Business Operations Officer
Finance Mgr
Senior Finance Manager
Group Financial Accountant/Manager (Qualified)
Principal Group Financial Accountant
Financial Controller
Senior Internal Auditor
Internal Auditor
Investment Support Analyst
Investment Analyst

Investment Analyst (Qualified)
Payroll Manager
Payroll Specialist
Senior Project Accountant
Project Accountant
Reconciliation Clerk
Senior Accountant
Systems Accountant
Senior / Lead Systems Accountant
Treasury Accountant
Senior / Lead Treasury Accountant
Asst Finance BP
Asst Finance BP (qualified)
Finance BP (formerly MA)
Management Accountant
Senior Finance BP (formerly MA)
Senior Management Accountant
Financial Accountant (Qualified)
Senior/Lead Financial Accountant (Qualified)
Cost Assistant
Cost Manager
Programme Controls Manager
Project Controls Manager
Working Capital & Forecasting Mgr
Working Capital & Forecasting Support Mgr
Payroll Integration Lead
Payroll Systems Administrator
Finance & Procurement Lead
Business Analyst
Finance Programmes Manager
Senior Credit Controller
Credit Controller
Assistant Credit Controller
Senior Contract Manager
Contract Manager
Contract Lead
Assistant Contract Manager
Contract Analyst
Contract & Finance Manager
Contract Performance Mgr
Contracts Auditor (higher)
Senior Commercial Lead
Senior Commercial Manager

Commercial Manager
Assistant Commercial Manager
Commercial Assistant
Estimating Manager
Estimating Specialist
Franchise Manager
Senior/Lead Quantity Surveyor
Quantity Surveyor
Assistant Quality Surveyor
Licensing Manager
Category Manager
Senior Claims Manager
Claims Manager
Assistant Claims Manager
Senior Cost Manager
Cost Manager
Senior Procurement Manager
Procurement Specialist
Procurement Manager
Procurement Officer
Procurement Assistant
Senior Buyer
Buyer/Procurement Agent
Project Commercial Manager
Utilities Contract Commercial Manager
Bid Manager
Internal Auditor
Risk Manager
Risk Analyst
Risk Advisor
Risk and Opportunities Manager
Security Auditor
Senior Internal Auditor

#### About the check

A financial probity check will ensure that candidates have no history of financial mismanagement when recruiting temporary workers to the handling of money, accounts, commercial and auditor roles and sensitive data.

The check must include:

1. County Court Judgements (CCJs)
2. Bankruptcies, voluntary arrangements, decrees and administration orders
3. The check must consult the candidate's electoral roll registration to confirm their current address.

The check will be a UK check only except in cases where the candidate has been resident in other countries in the last 5 years and in that case, an international financial probity check will be carried out..

A record shall be kept of the check and the result and the Authority shall retain the right of audit.

Where an adverse result it obtained the service provider must share the result with the Authority's recruitment manager within 3 days or receipt.

## **2. Qualification checks and qualification verification checks**

The following will be viewed by the Service Provider and the copies taken and retained by the Service Provider for the duration of the Service Provider's contract with The Authority that shall have the right of inspection at any time:

1. Where named as essential or not named as desirable: Educational qualifications, occupational or other certifications, licences, where stated as essential on the job description or listed or stated as part of the job briefing or where named on the via e-form
2. Where named as essential or not named as desirable: Professional memberships, occupational memberships where stated as essential on the job description or listed or stated as part of the job briefing or where named on the via e-form

### **Qualification and membership validation**

For the critical roles listed below, in addition to points 1 and 2 above, the Service Provider will seek validation with the professional institute or issuing body for the following roles where occupational certifications and/or memberships are deemed critical and are held by the individual, in addition, any other named role requested by The Authority.

Request for checks outside of this list of roles will usually be via a note on The Solution.

<b>Medical</b>
Nursing Technician or any Nurse
Consultant Occupational Physician
Doctor
Counsellor
Trauma Practitioner
Flu Nurse
Health Care Assistant
Junior Doctor
Medical Advisor - Employment Screening
Clinical Nurse
Occupational Health Nurse
OH Physiotherapy Manager (Consultant PT)
OH Senior Physiotherapist (Senior 1/Clinical Specialist)
Physiotherapist

Rehabilitation Physiotherapist (Senior 2)
Senior Clinical Nurse
Senior Occupation Health Nurse
<b>Audit:</b>
Audit Manager
Internal Auditor
Security Auditor
Senior Internal Auditor
<b>Legal:</b>
Head of Legal Services
Principal Lawyer
Legal Services Manager
Senior Associate Lawyer
Associate Lawyer
Senior Lawyer
Lawyer
Senior Principal Lawyer
<b>Engineering/risk/safety/site:</b>
H&S Site Inspector
HSE (Health & Safety) Manager
Health & Safety Specialist
H Safety & Environmental Compliance Manager
Health, Safety & Quality Assurance Manager
Human Factors Engineer
Inspector
Surveyor
<b>Financial:</b>
Accountant
Tax Accountant
Group Financial Accountant/Manager (Qualified)
Principal Group Financial Accountant
Financial Controller
Investment Analyst (Qualified)
Payroll Manager
Senior Accountant
Systems Accountant
Senior / Lead Systems Accountant
Treasury Accountant
Senior / Lead Treasury Accountant
Senior Finance Business Partner (Formally Management Accountant)
<b>Engineering track:</b>
Alignment Engineer



Assessment Engineer
Assistant Track Engineer
Assurance Engineer - Track
Design Engineer
Principal Track Engineer
Project Engineer
Senior Design Engineer
Senior Project Engineer
Senior/Lead Assessment Engineer
Senior/Lead Assurance Engineer - Track
Senior/Lead Track Engineer
Track Engineer
<b>Engineering, Signalling:</b>
Assistant Design Engineer
Assistant Signalling Engineer
Assurance Engineer - Signalling
Control and Information Engineer
Design Engineer
Integration Engineer
Lead Signalling Engineer
Principal Design Engineer
Principal Signalling Engineer
Project Engineer
Senior Assurance Engineer - Signalling
Senior Control & Information Engineer
Senior Design Engineer
Senior Integration Engineer
Senior Project Engineer
Senior Testing & Commissioning Engineer
Signalling Engineer
Testing and Commissioning Engineer
<b>Engineering, rolling stock:</b>
Assistant Engineer
Electrical Engineer - Rolling Stock
Engineer
Lead Engineer
Principal Engineer
Principal Safety Engineer - Rolling Stock
Systems Safety Engineer
Rolling Stock Designer
Senior Electrical Engineer - Rolling Stock
Senior Rolling Stock Designer
Senior Systems Engineer - Rolling Stock

Systems Engineer - Rolling Stock
<b>Engineering: Civils</b>
Installation Engineer
Interface Engineer
Lead SCADA & Controls Engineer
Lead Systems Integration Engineer
Lift Quality Inspection Engineer
Modelling Engineer
NRSWA Inspector
Planning Engineer
Power Engineer
Power Engineer - Alternating Current
Power Engineer - Direct Current Traction
Power Engineer - Electrical Mechanical
Project Engineer
RAM (Reliability, Availability, Maintainability) Engineer
Risk Engineer
Route Manager
SCADA Engineer
Section Engineer
Senior Assessment Engineer
Senior Assurance Engineer
Senior CAD Designer
Senior Communications Engineer
Senior Construction Manager
Senior Engineer
Senior Equipment Engineer
Senior Installation Engineer
Senior Interface Engineer
Senior Modelling Engineer
Senior Network Planning Engineer
Senior Outside Parties Engineer
Senior Power Engineer
Senior Power Engineer - Electrical Mechanical
Senior Project Engineer
Senior Quality Engineer
Senior Road Safety Engineer
Senior Systems Engineer
Senior Traffic Engineer
Senior Vesting and Property Engineer
Site Manager
Site Supervisor
Systems Architect

Systems Engineer
Testing & Commissioning Manager
Traffic Engineer
Traffic Surveyor/Technician
Vesting and Property Engineer
Works Inspector

Note: 'Lawyer' means Lawyer or Solicitor

The verification service will be at no extra cost to The Authority here the information is freely available at no cost to the enquirer, where a cost is chargeable to the Service Provider, The Authority will cover the actual cost of verification.

# APPENDIX 11

## The Authority - Right to Work



## Right to Work Checklist

Name of person:	
Date of check:	
Type of check:	Initial check before employment <input type="checkbox"/> Follow-up check on an employee <input type="checkbox"/>

### Step 1 Obtain

- You must **obtain original** documents from either **List A** or **List B** of acceptable documents.

#### List A

- ☐ A passport showing the holder, or a person named in the passport as the child of the holder, is a British citizen or a citizen of the UK and Colonies having the right of abode in the UK.
- ☐ A passport or national identity card showing the holder, or a person named in the passport as the child of the holder, is a national of a European Economic Area country or Switzerland.
- ☐ A Registration Certificate or Document Certifying Permanent Residence issued by the Home Office, to a national of a European Economic Area country or Switzerland.
- ☐ A Permanent Residence Card issued by the Home Office, to the family member of a national of a European Economic Area country or Switzerland.
- ☐ A **current** Biometric Immigration Document (Biometric Residence Permit) issued by the Home Office to the holder indicating that the person named is allowed to stay indefinitely in the UK, or has no time limit on their stay in the UK.
- ☐ A **current** passport endorsed to show that the holder is exempt from immigration control, is allowed to stay indefinitely in the UK, has the right of abode in the UK, or has no time limit on their stay in the UK.
- ☐ A **current** Immigration Status Document issued by the Home Office to the holder with an endorsement indicating that the named person is allowed to stay indefinitely in the UK or has no time limit on their stay in the UK, **together with** an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.
- ☐ A **full** birth or adoption certificate issued in the UK which includes the name(s) of at least one of the holder's parents or adoptive parents, **together with** an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.
- ☐ A birth or adoption certificate issued in the Channel Islands, the Isle of Man or Ireland, **together with** an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.
- ☐ A certificate of registration or naturalisation as a British citizen, **together with** an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.

#### List B Group 1

- ☐ A **current** passport endorsed to show that the holder is allowed to stay in the UK and is currently allowed to do the type of work in question.
- ☐ A **current** Biometric Immigration Document (Biometric Residence Permit) issued by the Home Office to the holder which indicates that the named person can currently stay in the UK and is allowed to do the work in question.
- ☐ A **current** Residence Card (including an Accession Residence Card or a Derivative Residence Card) issued by the Home Office to a non-European Economic Area national who is a family member of a national of a European Economic Area country or Switzerland or who has a derivative right of residence.
- ☐ A **current** Immigration Status Document containing a photograph issued by the Home Office to the holder with a valid endorsement indicating that the named person may stay in the UK, and is allowed to do the type of work in question, **together with** an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.

#### List B Group 2

- ☐ A Certificate of Application issued by the Home Office under regulation 17(3) or 18A (2) of the Immigration (European Economic Area) Regulations 2006, to a family member of a national of a European Economic Area country or Switzerland stating that the holder is permitted to take employment which is **less than 6 months old together with a Positive Verification Notice** from the Home Office Employer Checking Service.
- ☐ An Application Registration Card issued by the Home Office stating that the holder is permitted to take the employment in question, **together with a Positive Verification Notice** from the Home Office Employer Checking Service.
- ☐ A **Positive Verification Notice** issued by the Home Office Employer Checking Service to the employer or prospective employer, which indicates that the named person may stay in the UK and is permitted to do the work in question.

Step 2 Check			
<ul style="list-style-type: none"> <li>You must <b>check</b> that the documents are genuine, that the person presenting them is the prospective employee or employee, the rightful holder and allowed to do the type of work you are offering.</li> </ul>			
1. Are photographs consistent across documents and with the person's appearance?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
2. Are dates of birth consistent across documents and with the person's appearance?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
3. Are expiry dates for time-limited permission to be in the UK in the future i.e. they have not passed (if applicable)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
4. Have you checked work restrictions to determine if the person is able to work for you and do the type of work you are offering? (for <b>students</b> who have limited permission to work during term-times, you <b>must</b> also obtain, copy and retain details of their academic term and vacation times covering the duration of their period of study in the UK for which they will be employed)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
5. Are you satisfied the document is genuine, has not been tampered with and belongs to the holder?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
6. Have you checked the reasons for any different names across documents (e.g. marriage certificate, divorce decree, deed poll)? (Supporting documents should also be photocopied and a copy retained.)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>

Step 3 Copy
<p>You must make a clear <b>copy</b> of each document in a format which cannot later be altered, and retain the copy securely: electronically or in hardcopy. You must copy and retain:</p> <p>1. <input type="checkbox"/> <b>Passports:</b> any page with the document expiry date, nationality, date of birth, signature, leave expiry date, biometric details and photograph, and any page containing information indicating the holder has an entitlement to enter or remain in the UK and undertake the work in question.</p> <p>2. <input type="checkbox"/> <b>All other documents:</b> the document in full, both sides of a Biometric Residence Permit.</p> <p><b>You must also record and retain the date on which the check was made.</b></p>

Know the type of excuse you have
<p>If you have correctly carried out the above 3 steps you will have an excuse against liability for a civil penalty if the above named person is found working for you illegally. However, you need to be aware of the type of excuse you have as this determines how long it lasts for, and if, and when you are required to do a follow-up check.</p> <p>The documents that you have checked and copied are from:</p> <p>1. <b>List A</b> <input type="checkbox"/> You have a <b>continuous statutory excuse</b> for the <b>full duration</b> of the person's employment with you. You are <b>not</b> required to carry out any repeat right to work checks on this person.</p> <p>2. <b>List B: Group 1</b> <input type="checkbox"/> You have a <b>time-limited statutory excuse</b> which expires when the person's permission to be in the UK expires. You should carry out a <b>follow-up check when the document evidencing their permission to work expires.</b></p> <p>3. <b>List B: Group 2</b> <input type="checkbox"/> You have a <b>time-limited statutory excuse</b> which expires 6 months from the date specified in your Positive Verification Notice. <b>This means that you should carry out a follow-up check when this notice expires.</b></p> <p><b>Date follow-up check required:</b> <input type="text"/></p>

## **APPENDIX 12**

### **MPS BSS Data Retention Periods**

## **APPENDIX 13**

### **GLA Group Rate Card**







## **APPENDIX 14**

### **Talent Pool Technology**

#### **1. Talent Pool Technology Functionality Requirement:**

- Talent Pool Technology is required to enable The Authority and/or Service Recipients to establish and fully maintain a Talent Pool of Applicants, Candidates and Temporary Workers.
- It is therefore a requirement for The Solution to provide robust Talent Pooling Functionality in the form of a cloud hosted database of Applicants, Candidates and Temporary Workers.
- The Talent Pool function will include and release all updates / platform improvements; enabling evolution and development of the Talent Pool model throughout the duration of the contract.
- Should The Solution not hold the required Talent Pool capability, then a Talent Pool function should be able to interface fully and seamlessly with the Service Providers wider Solution to deliver the full specification requirements with regard to the management and processing of all Talent Pool sourced Applicants, Candidates and Temporary Workers.

#### **2. Access and profile management**

- The Talent Pool Function shall establish Authority-wide and individual Service Recipient Talent Pools. Enabling access to a wide range of Applicants, Candidates and Temporary Workers.
- The Talent Pool Function shall enable Applicants, Candidates and Temporary Workers to directly register, create, maintain and delete their own digital profile owned and managed directly by them via an individual and single login through The Solution (including updating rates qualifications, certification, locations, skills, availability, work experience, availability, location etc).
- The Talent Pool Function is required to offer the Applicants, Candidates and Temporary Workers an opt in/out basis to receive automated notifications for relevant jobs.
- As per The Authority's Cyber & Information Governance standards, The Talent Pool Function will ensure any information stored is fully secure & retrievable.

#### **3. Application, Sourcing and Compliance**

- The Talent Pool Function will directly publish job requirements to external sites, such as job-boards and social media sites. This functionality will be delivered via an integration with a multi-poster or manually and will direct Applicants, Candidates and Temporary Workers straight to the Talent Pool application/sign-up process.
- Where the Authority or Service Recipient purchases adverts for both temporary and permanent roles the Talent Pool shall be able to directly post vacancies to these pre-agreed set of job boards which will be defined during the implementation stage. Any advert, multi-posting and other third-party costs will be agreed with the The Authority and Service Recipients.
- The Talent Pool Function can be linked with the Service Recipients careers pages/portals to enable the Talent Pool Applicants, Candidates and Temporary Workers to apply for any advertised roles through branded careers pages; from where they can apply directly and subsequently join the Talent Pool via a simple

application/sign up page.

- The Talent Pool capability shall ensure the candidates hold relevant compliance & skill requirements at point of application.
- Matched Applicants, Candidates and Temporary Workers will receive notification of a suitable job, shall be able to review job details and directly apply for the role.
- The Talent Pool Function shall allow Applicants, Candidates and Temporary Workers to apply for a relevant role by both invitation and pro-active job searching.
- The Talent Pool Function must allow the Applicants, Candidates and Temporary Workers to apply to one specific or multiple roles.
- The Applicants, Candidates and Temporary Workers will receive notifications at every stage of the recruitment and compliance process.
- The Talent Pool Function shall have the ability to distribute relevant and appropriate electronic communication to the Applicants, Candidates and Temporary Workers and potential Candidates in the pool to keep both passive and active Talent Pool Applicants, Candidates and Temporary Workers engaged at all times.

#### **4. Sourcing:**

- The Talent Pool function shall digitally match, and recommend vetted, suitable Applicants, Candidates and Temporary Workers across all Job Categories specified in Appendix 3.
- The Talent Pool function shall have an intelligent matching / tagging functionality inc. but not limited to: skills, location, compliance status, availability, rate.
- The Talent Pool function shall enable a proactive and targeted search for specific Named Workers using past work history, job role, skill set or other identifier.
- The Talent Pool function shall report on how many Applicants, Candidates and Temporary Workers are available per Category to enable proactive sourcing, and engagement strategies to be implemented – per category outlined in Appendix 3.
- The Talent Pool function shall provide rate benchmarking by collating and reporting (as a minimum) the following data relating to required filters.
- The Talent Pool shall allow for filtered search for sourcing of roles to build 'pipelines'. This is to enable Applicants, Candidates and Temporary Workers attraction and engagement strategies for future requirements to fit with workforce planning.

## APPENDIX 15

### Reporting and Management Information

#### Reporting:

In addition to the Invoice Data File as defined in The Solution, the Service Provider shall provide reports for (including but not limited to), all information stated below on a weekly basis or as required to The Authority and Service Recipients.

1.	Requisition reference number
2.	Unique personal identification number for the individual from the Service Provider's Solution (as a minimum)
3.	Unique personal identification number from the Authority's Solution (if supplied)  For MPS will require PSOP record number
4.	Name
5.	Job title
6.	Work email address
7.	Service Recipient
8.	Business area plus cost centre
9.	Cost Centre Code/Number
10.	Hours worked; regular hours, overtime hours, including but not limited to – <ul style="list-style-type: none"> <li>• Shift patterns</li> <li>• Weekends</li> <li>• Public Holiday</li> <li>• Total hours</li> <li>• Time worked against Project Codes</li> </ul>
11.	Expenses

12.	Value Added Tax if applicable
13.	Apprentice Levy fee
14.	Service Provider fee breakdown as per pricing schedule
15.	Other Supplier Commission (Agency Fee)
16.	Detailed breakdown of all additional / statutory costs
17.	Net and Gross weekly rate
18.	Equivalent day rate for all Temporary Workers paid hourly
19.	Email of the line manager for each temporary worker
20.	Name of Hiring Manager (from Requisition)
21.	Type of engagement: PAYE, Umbrella, PSC worker
22.	Time (to the second) when hours are submitted (saved), rejected, and approved
23.	Name of Submitter & Authoriser for processed hours
24.	Start date of assignment
25.	End date of assignment
26.	IR35 status determination (inside or outside) – i.e. Limited Company, PAYE, etc.
27.	Description of all other costs not identified above
28.	Live report to capture status of hours so they can be filtered to show: <ul style="list-style-type: none"> <li>• Approved</li> <li>• Released</li> <li>• Saved</li> <li>• Rejected Hours</li> </ul>

### Management Information:

In addition to the above required information; there is a requirement for consolidated Authority and individual Service Recipient`s Management Information.

Management Information shall include, but will not be limited to, the following; with frequencies and format agreed with The Authority and Service Recipients during implementation; and thereafter throughout the contract duration as required.

	Description
Active assignments / Temporary Worker Population	<ul style="list-style-type: none"><li>• Headcount, hours, new hires and tenure report per:<ul style="list-style-type: none"><li>○ Business Unit/Area</li><li>○ Category</li><li>○ Job title</li></ul></li><li>• A report of Temporary Workers showing:<ul style="list-style-type: none"><li>○ Name of worker</li><li>○ Order reference number</li><li>○ Job category</li><li>○ Job title</li><li>○ Business Unit/Area</li><li>○ Cost Centre</li><li>○ Start date of assignment</li><li>○ Stated end date of assignment</li><li>○ Assignment duration report</li><li>○ AWR</li><li>○ Worker status (PAYE, Umbrella, Ltd, PSC/outside IR35)</li></ul></li><li>• Reason for the assignment that shall include (but not is not limited to) the following: project work, specialist, maternity cover, secondment cover, legal requirement, volume of work and any other reason deemed applicable from a defined list collated and managed by the Service Provider</li><li>• Month in business</li><li>• Length of Service</li><li>• Next IR35 status review and renewal dates</li><li>• Sourcing Channel – Talent Pool, The Service Provider, Lead or Secondary supplier, Other</li><li>• Name of the Supplier operating as the end engager</li><li>• VAT status</li><li>• Identified Temporary Worker as over/under 21 years of age</li></ul>
Performance against Service Level and KPIs	<ul style="list-style-type: none"><li>• Performance monitoring report – full KPI output against targets</li><li>• Full details of any requisitions that could not be filled</li><li>• Source of the filled requisitions/posts, including but not limited to:<ul style="list-style-type: none"><li>○ Named Workers</li><li>○ Directly via the Talent Pool</li><li>○ Sourced by the Service Provider</li><li>○ Lead Supplier</li><li>○ Secondary Supplier</li></ul></li><li>• Filled roles by Lead &amp; Secondary Suppliers, broken down by percentage of hires against each Job Category</li><li>• List of all hires that are outside of agreed KPIs for – to</li></ul>

	<p>offer/time to hire, against business area</p> <ul style="list-style-type: none"> <li>• Number of CVs submitted and rejected stating reasons</li> <li>• Hiring Manager CV feedback time by % of Red/Amber/Green</li> <li>• Hiring Manager interview feedback time by % of Red/Amber/Green</li> <li>• Lead supply channels ranked in terms of number of Requisitions filled</li> <li>• Candidate and Customer satisfaction survey results</li> <li>• Primary and Secondary supplier feedback survey results</li> </ul> <p>A weekly report of (including but not limited to):</p> <ul style="list-style-type: none"> <li>• Temporary Workers that were not paid on time &amp;/or incorrectly.</li> <li>• Late authorisation of time.</li> <li>• Costs associated with payment for authorized hours post deadline.</li> <li>• All pay complaints</li> <li>• Savings for incorrect time claimed</li> </ul>
Temporary Worker Management	<ul style="list-style-type: none"> <li>• Reason for Termination of Assignment to include but not limited to: <ul style="list-style-type: none"> <li>○ Right to work issues</li> <li>○ Alcohol and drug offences</li> <li>○ Arrested on or off-site or in custody for misconduct including physical violence incidents</li> <li>○ Exit Questionnaire survey</li> </ul> </li> <li>• Employment tribunals lodged with Service Provider</li> <li>• Ongoing employment tribunals and likely timescales and costs and outcomes</li> <li>• Summary of comments/complaints with corrective action taken via the issue and resolution log</li> </ul>
On-boarding and Compliance	<ul style="list-style-type: none"> <li>• International criminality checks and costs</li> <li>• International financial probity and qualification checks completed</li> <li>• Qualification and professional membership verification with professional and educational bodies carried out</li> <li>• DBS checks outstanding where workers have started</li> </ul>

	<p>and a count of calendar days incomplete</p> <ul style="list-style-type: none"> <li>• Exceptions where references not taken and defaulted to DBS</li> <li>• Security vetting triage process behind service level agreement</li> <li>• Enhanced DBS not yet complete and time taken to complete</li> <li>• Hire with a criminal conviction or compliance issue' forms completed, in progress and outstanding</li> <li>• VISA/right to work expiry notification</li> </ul>
Financial	<ul style="list-style-type: none"> <li>• Cost breakdown per Assignment – as per the pricing schedule</li> <li>• Rate card reporting and benchmarking</li> <li>• Rate card vs. Cost of Hire report</li> <li>• Savings reports</li> <li>• Spend reports and trends per department, Service Recipients and The Authority</li> <li>• Spend per category for specified periods</li> <li>• Highlight report detailing outstanding AWR issues and resolution within defined periods</li> <li>• Pension adjustments outstanding</li> <li>• Other payment adjustments outstanding</li> <li>• Enquiries from HMRC</li> <li>• Statutory requests from police forces</li> <li>• Spend reports to Authorised Users by cost centre</li> <li>• Working Time Regulations (WTR) information as applicable</li> <li>• Annual spend based on Net and Gross pay rates</li> <li>• Temporary Worker rate band split per Business Area &amp;/or Service Recipient</li> <li>• Tenure over 12 months – specifying % of overall Temporary Workforce</li> <li>• Total Temporary Worker FTE (including PSC Workers)</li> <li>• Split of Temporary Workforce per Directorate / per Service Recipient</li> </ul>

	<p>Annual spend -</p> <ul style="list-style-type: none"> <li>• Under £100 000</li> <li>• £101 000 – £144 000k</li> <li>• £144 000 – £200 000</li> <li>• £200 000 +</li> <li>• Rate band:</li> <li>• £0 - £100</li> <li>• £100 - £200</li> <li>• £200 - £300</li> <li>• £300 - £400</li> <li>• £400 - £500</li> <li>• £500 - £600</li> <li>• £600 - £700</li> <li>• £700+</li> </ul>
--	---



<p>Diversity and Inclusion</p> <p>-Upon request by Service Recipient &amp; anonymized where required in line with GDPR requirements</p>	<ul style="list-style-type: none"> <li>• Ethnic profile – The ethnic profile of Temporary Workers</li> <li>• Disability profile – Volumes of disabled and non-disabled interim Temporary Workers</li> <li>• Gender profile – Volumes of male and female Temporary Workers</li> <li>• Age profile of Temporary Workers</li> <li>• Transgender</li> <li>• Religion</li> <li>• Sexual Orientation</li> <li>• Nationality</li> <li>• D&amp;I reporting by protected characteristic; by category / Service Recipient</li> </ul>
<p>Market Update and Trends</p>	<ul style="list-style-type: none"> <li>• Market intelligence</li> <li>• Trends</li> <li>• Future analysis</li> </ul>
<p>Interface Reports</p>	<ul style="list-style-type: none"> <li>• Error log reports for file transfers, including but not limited to – creation of mini master record in local system, transfer of approved time data for invoice creation, transfer of data for local costing (project codes etc.), update of local organization structure hierarchy for approvals</li> </ul>
<p>Problem Management Reports</p>	<ul style="list-style-type: none"> <li>• Recurring issues/incidents</li> <li>• Incident Severity Levels</li> </ul>

## **APPENDIX 16**

### **RSAS Rules**

## Rail Training Assurance Scheme (RTAS) Rules

<b>RAILTRAININGASSURANCE SCHEME (RTAS) RULES .....</b>	<b>1</b>
<b>DOCUMENT CONTROL .....</b>	<b>2</b>
<b>PURPOSE AND SCOPE .....</b>	<b>2</b>
<b>DEFINITIONS .....</b>	<b>3</b>
<b>THE RULES .....</b>	<b>11</b>
1. General.....	11
2. Roles and Responsibilities.....	14
2.1. The Assurance Organisation.....	14
2.2. Assured Provider).....	15
2.3. Assured Trainers (Individual).....	18
2.4. Assured Assessors (Individual).....	20
2.5. Sole Trainers and Assessors.....	21
2.6. Network Rail.....	21
3. Management System Requirements.....	22
3.1. Assurance Process.....	22
3.2. Scope of the Assurance Process.....	22
3.3. Competence of Assured Trainers and/or Assessors.....	22
3.4. Initial Assurance of Trainers.....	22
3.5. Extension of the Scope of the Assurance for a Trainer.....	23
3.6. Initial Assurance of Assessors.....	23
3.7. Extension of the scope of the Assurance for an Assessor.....	24
3.8. Extension to the scope of the Assurance for an Assured Provider.....	24
3.9. Provision of Training and Assessment Materials.....	24
3.10. Assured Training and Assessment.....	25
3.11. Assured records.....	25
3.12. Management of suspected breaches of the RTAS Rules.....	29
4. Breaches of the RTAS Rules.....	30
5. Investigating breaches of the RTAS Rules.....	31
5.1. Reporting an alleged breach of the RTAS Rules.....	31
5.2. Other investigations.....	32
5.3. Formal Review.....	32
5.4. Other investigations.....	33
5.5. Formal Review Appeals and Hearings.....	34
5.6. Formal Review Process.....	36
5.7. Formal Review Appeals and Hearings Process.....	37
5.8. Assurance Visit Process.....	38
5.9. Assurance Visit Grading Appeal Process.....	39
5.10. RTAS Outcome Guidelines.....	40
6. RTAS Assurance Arrangements.....	41
6.1. Initial Application.....	41
6.2. Assurance Organisation Process.....	41
6.3. Assurance of the Assurance Organisation.....	41
6.4. Unannounced Assurance Visits.....	41

## Document Control

Version	Published	Approved
Interim Rules	January 2014	Assurance Organisation Network Rail
V1.0	26 <sup>th</sup> April 2018	Assurance Organisation Network Rail

## Purpose and Scope

The purpose of the Rail Training Assurance Scheme (RTAS) is to ensure that a consistent high standard of training and assessment for specific safety critical railway skills is maintained across all organisations and Individuals providing training and assessment services.

This document, together with its appendices, outlines the rules and compulsory mechanisms for compliance that make up the RTAS together with the consequences of breaching those rules. This document is not designed to detail the core processes associated with the administration of the scheme.

The RTAS Rules are designed to regulate the delivery of rail training and associated Competence interventions.

This document outlines the requirements for those providing training and assessment services (as contained in the Network Rail Training Toolkit) to companies and Individuals who conduct work on the Rail Managed Infrastructure [RMI] (to be referred to herein as RMI).

The rules outlined in the RTAS are mandatory for all parties involved in the process. The process for investigating suspected breaches of the RTAS Rules and the range of possible outcomes for such breaches, if proven, are also included in this document and its appendices.

This document does not cover the rules associated with organisations undertaking the role of Sponsor. All activities and roles associated with the role of Sponsor are detailed within the Sentinel Scheme Rules. This document does not cover the rules associated with medical and drugs and alcohol (D&A) providers.

The RTAS Rules and the content of this document are implemented and upheld by Network Rail. The compliance to these rules is monitored by the Network Rail identified Assurance Organisation which throughout this document is referred to as the Assurance Organisation.

Where Network Rail policies, standards, procedures and materials are referred to throughout these rules, these are not provided in this document. They are accessed through subscription arrangements to systems authorised, defined and communicated by Network Rail. If an organisation or Individual requires assistance in accessing any document outside of the RTAS Rules it should contact the Assurance Organisation.

RTAS Rules V1.0  
This document is the property of Network Rail. It shall not be produced in whole or part, nor disclosed to a third party without the written permission of Network Rail.  
Uncontrolled copy once printed from its electronic source. Published and issued by Network Rail, 2<sup>nd</sup> Floor, One Eversholt Street, London, NW1 2DN.  
© Copyright 2018 Network Rail

Page 2 of 42

## Definitions

Term	Definition
<b>Acceptable Forms of Identification:</b>	For British nationals: a current and valid recognised, branded form of identity token, used for accessing the RMI (such as a Sentinel Card), full driving licence, passport, biometric ID card, resident permit as per Home Office guidance or 'ValIDate' card.  For non-British nationals a current and valid passport is required <sup>1</sup> .
<b>Action Plan</b>	A written plan of action to be taken in order to remedy any areas which did not meet the RTAS Rules and/or Quality Assurance Framework which have been identified during an Assurance Visit.
<b>AOD</b>	Auxiliary Operating Duties.
<b>Appendix 2 [also known as Assured Provider application request]</b>	An Assured Provider application request form that is used to formally apply to, and/or notify of [as applicable], the Assurance Organisation of any new applications, amendments, adjustments and/or changes to the original scope of approved accreditation. The form can be found in training sections of the National Skills Academy for Rail website [ <a href="http://www.nsar.co.uk">www.nsar.co.uk</a> ] and upon email request to <a href="mailto:accreditationadmin@nsar.co.uk">accreditationadmin@nsar.co.uk</a>
<b>Assurance Organisation</b>	A body identified by Network Rail to provide assurance of the delivery of training with activities including but not limited to Assurance Visits of reviewed and approved NSAR applications from Assured Providers. This may include but not be limited to: <ul style="list-style-type: none"> <li>• training providers;</li> <li>• trainers to deliver specific training events;</li> <li>• facilities to deliver specific training events;</li> <li>• assessment providers; or</li> <li>• assessors to assess specific Competences.</li> </ul>
<b>Assurance</b>	Activities that are delivered by the Assurance Organisation, in accordance with the accreditation process, to Assured Providers, Assured Trainers and Assured Assessors, which monitors, supports improvement and awards a grade of compliance with the RTAS Rules and Quality Assurance Framework.  The service provided within the Assurance activities is subject to an annual fee paid by the Assured Provider.

<sup>1</sup> The following guidance is given by the Identity and Passport Service regarding the copying of passports: 'The Identity and Passport Service advises organisations who wish to retain a reproduction of the personal details in the passport, that they should obtain the consent of the individual to do so. They also advise organisations to retain a record of the consent and to store the passport details securely'.



Term	Definition
<b>Assurance Manager</b>	An employee of the Assurance Organisation who is responsible for undertaking Quality Assurance activities on behalf of Network Rail.
<b>Assurance Visit</b>	The visit by the Assurance Organisation of an Assured Provider and/or Individual that is subject to the RTAS Rules for the purposes of assessing level of compliance with the RTAS Rules and Quality Assurance Framework
<b>Assured Assessor</b>	An assessor who has demonstrated that he or she meets the Assured Assessor criteria described in the standard NR/L2/CTM/202 Quality Assurance in Training and Assessment and who uses Network Rail's Competence Standards and/or assessment materials to provide assessment services and/or complete assessments within the RTAS.
<b>Assured Capabilities / Assured Capability</b>	Individual Competences which an Assured Trainer and/or Assured Assessor is approved to deliver and award Competence to others and listed on the Sentinel Database
<b>Assured Position</b>	A Position within the organisation of an Assured Provider that is an Assured Trainer and/or Assured Assessor.
<b>Assured Provider</b>	<p>An organisation which has been awarded Assurance by the Assurance Organisation and to which the RTAS Rules apply.</p> <p>An Assured Provider:</p> <ul style="list-style-type: none"> <li>• meets the training organisation's approval criteria described within the standard NR/L2/CTM/202 Quality Assurance in Training and Assessment;</li> <li>• has all the tools, equipment and suitable access necessary to deliver specified training events;</li> <li>• is approved by the Assurance Organisation on behalf of Network Rail to deliver specified training event(s) within the RTAS Assured Provider; and</li> <li>• uses Network Rail Competence Standards and/or assessment materials to provide assessment services and/or complete assessments and ensures that they are operating in accordance with the RTAS Rules.</li> </ul>
<b>Assured Trainer</b>	A trainer who has demonstrated that he or she meets the Assured Trainer criteria described in the standard NR/L2/CTM/202 Quality Assurance in Training and Assessment and who is approved by the Assurance Organisation on behalf of Network Rail to deliver one or more specific training events within the RTAS.

Term	Definition
<b>Breach</b>	An act of breaking or failing to observe a law, agreement, or code of conduct.
<b>Change of Control</b>	(i) The transfer of the majority of the shares in the Assured Provider; or (ii) a Change of Control occurs if a person who controls any corporate body ceases to do so or if another person acquires control of it.
<b>Competence Standard(s)</b>	A Network Rail standard which sets out the knowledge, performance, pre-requisite and assessment requirements of a competence that is achieved through the successful delivery of training and assessment events.
<b>Competence(s)</b>	Qualifications which are awarded and maintained through training and assessment processes mandated by Network Rail standards which enable the Individual to undertake a particular activity.
<b>Conflict of Interest</b>	<p>A Conflict of Interest includes actual, potential or perceived conflicts of interest and/or duty. The following are examples of where a Conflict of Interest will arise:</p> <ol style="list-style-type: none"> <li>1. A situation that has the potential to undermine the impartiality of a person because of the possibility of a clash between the person's self-interest and professional interest or public interest;</li> <li>2. A situation in which a party's responsibility to a second-party limits its ability to properly discharge its responsibility to a third-party; and/or</li> <li>3. Where a person connected to an Individual stands to gain a benefit. A connected person can be a spouse, parents and grandparents, children and grand-children, brothers and sisters, mother in law and father in law, brothers in law and sisters in law, daughters in law and sons in law. Adopted, half, and step members can also be a connected person.</li> </ol>
<b>Contract of Sponsorship</b>	The formal relationship between an Individual and their Primary Sponsor. While similar in intent to a contract of employment, the Contract of Sponsorship relates only to the Sentinel Scheme and does not require or imply direct employment.
<b>COSS</b>	Controller of Site Safety; track safety Competence.

Term	Definition
<b>Day(s)</b>	Days are calculated as calendar days and therefore include weekends and bank holidays. In computing days the day on which the period begins is ignored. For example, if a requirement to provide notification within five (5) days of an event is mandated and the event is on 1 January, the deadline to provide notification will be on 6 January.
<b>Deliberate Breach</b>	An intentional act to operate outside of the RTAS Rules.
<b>Direction(s)</b>	A formal list of actions and activities which are required in Formal Review Appeals and Formal Review Appeal Hearings.
<b>E-Learning System</b>	Network Rail owned and maintained e-Learning system on which courses are held and must be used for Competences as specified within Network Rail approved training and/or assessment materials found on the Network Rail Training Toolkit and/or Competence Standards.
<b>Electronic Signatures</b>	Symbols or other data in digital form attached to an electronically transmitted document as verification of the sender's intent to sign the document, such as tick boxes present to declare a statement of intent and/or electronic file of a handwritten signature.
<b>ES</b>	Engineering Supervisor; track safety Competence
<b>Events Calendar</b>	An on-line calendar hosted by the Assurance Organisation where Assured Providers share their delivery plans.
<b>Fair Culture Consequences Model</b>	Network Rail's Consequences Model that identifies fair outcomes from a Formal Review.
<b>Fatigue</b>	Fatigue is physical and/or mental exhaustion that can be triggered by stress, medication, overwork, or mental and physical illness or disease.
<b>Formal Review</b>	The process of reviewing the notification that there has been an alleged or suspected breach of the RTAS Rules and the subsequent investigating activities undertaken by the Assurance Organisation, overseen by Network Rail.
<b>Formal Review Appeal</b>	An appeal against an RTAS Outcome. An appeal can only be brought where there is new evidence not presented during the Formal Review and/or mitigating circumstances and/or any other compelling reason which in the opinion of Network Rail justifies a Formal Review Appeal.



Term	Definition
<b>Formal Review Appeal Hearing</b>	A hearing, chaired by Network Rail, where a panel of individuals who were not involved in the Formal Review, will review submissions and/or evidence presented by the appellant and Assurance Organisation in response to, or in defence against, the Formal Review Outcome decision made.
<b>Formal Review Outcome</b>	The formal decision made by Network Rail following the completion of the Formal Review process.
<b>Guided Learning Hours [GLH]</b>	The minimum number of hours outlined within lesson plans - i.e. the duration that the training and/or assessment event is required to take in order to deliver a valid result of competence. The duration of one day equates to six hours.
<b>Guiding Mind</b>	A person within an Assured Provider's organisation that has material influence over a particular act, conduct, operation or activity. This includes but is not limited to Assured Positions as well as positions which are not that of an Assured Position, such as a training manager, administrator, director and board member
<b>Individual(s)</b>	Any person(s) involved in an RTAS and/or Quality Assurance Framework activity, such as, but not limited to, a delegate, candidate, Assured Trainer, Assured Assessor, and training and management staff
<b>Joining Instructions Information</b>	<ul style="list-style-type: none"> <li>Course title, date, starting and finishing times, duration, catering arrangements, location (map and directions), smoking policy and provision of proof of identity for the event (all of which are mandatory).</li> <li>Confirmation that pre-requisite requirements related to specific Competences (derived from the relevant Network Rail Competence specific Standard, including age restrictions where these are stated) have been advised to Sponsors.</li> <li>Personal Protective Equipment [PPE] and existing Competence certificates where applicable.</li> <li>The requirements for: The Guide to Personal Track Safety / Rule Book (relevant modules) and Rule Book handbooks as stipulated by the Assurance Organisation.</li> <li>The requirement for technical manuals and completed log books as stipulated by the Assurance Organisation are advised where this is appropriate for the planned event.</li> <li>For recertification courses and/or assessments in relation to Competences where a work experience book/record shall be maintained, the relevant work experience book/record, showing the mandated minimum number of countersigned entries, is brought to the event.</li> <li>Competence pre-requisites for the discipline being delivered, including literacy, numeracy, age and the formal process for identifying and providing reasonable adjustments before the event.</li> </ul>

Term	Definition
<b>Lifesaving Rules</b>	Rules identified by Network Rail to address the main causes of death and serious injury. Compliance with the Lifesaving Rules is mandatory for all.
<b>Mistake</b>	An act or judgement that is misguided or wrong
<b>Multiple Occurrence Breach</b>	More than one act which is outside of an RTAS Rule.
<b>Network Rail Approved Training and Assessment</b>	Training and assessment interventions which comprise of a combination of material and delivery methodologies developed, approved and issued by Network Rail.
<b>Network Rail Training Toolkit</b>	A Network Rail owned and maintained electronic repository of all mandatory and Network Rail Approved Training and Assessment material. The system also contains all briefing communications regarding changes to materials which every Assured Provider is mandated to use and remain up to date with its content.
<b>On-Line Exams</b>	Exams which an Assured Trainer and/or Assured Assessor is required to undertake annually in order to maintain Assurance for Competences which are within the scope of the exams.
<b>PICOP</b>	Person in Charge of Possession.
<b>Primary Sponsor</b>	The organisation that is accountable for maintaining the sponsorship arrangements with an Individual and for ensuring their continued Competence and fitness for work through a Contract of Sponsorship. Only Primary Sponsors are permitted to issue Sentinel Smart Cards or request their withdrawal.
<b>PTS</b>	Personal Track Safety; track safety Competence.
<b>Quality Assurance Framework</b>	The document which details a series of quality statements which an Assured Provider shall follow be reviewed and graded against by the Assurance Organisation.
<b>Rail Managed Infrastructure [referred to as RMI]</b>	Any asset or property belonging to or utilised for the purpose of providing transportation by rail.
<b>Rail Training Assurance Scheme (RTAS)</b>	The training assurance scheme operated by Network Rail for supply of training and assessment services.

Term	Definition
<b>Rail Training Assurance Scheme (RTAS) Rules</b>	The rules that govern the RTAS that all participants of the RTAS must adhere to.
<b>Required Personal Information</b>	Personal information about an Individual which is required to be shared with their Sponsor in order to evidence their own personal identity and/or health and wellbeing which affects their day to day work.
<b>Responsible Controller</b>	The individual who holds the position that is responsible for allowing the permission for the person or group, whilst involved in working activities on or about the managed infrastructure, to access the live infrastructure. This may include but is not restricted to Signaller, Route Signalling Manager, Mobile Operations Manager.
<b>Responsible Manager</b>	An Individual identified by relevant policies, standards, procedures and materials as responsible for an associated decision, person or activity
<b>Responsible Team within Network Rail</b>	A team within Network Rail which is responsible for safety and/or Assurance processes and is involved within the RTAS process and rules.
<b>Rule Book</b>	The formal series of operational railway rules which are in handbook format and mandated across RMI.
<b>Sentinel Database</b>	The database which maintains records, including safety critical details of Individuals and organisations involved in working on RMI
<b>Sentinel Scheme</b>	The Sentinel Scheme consists of the Sentinel Scheme Rules and the associated Sentinel Database which maintains records, including safety critical details of individuals and organisations involved in working on RMI.
<b>Sentinel Scheme Administrator</b>	The third party contracted by Network Rail to deliver the Sentinel Scheme, including management of the Sentinel Database, call centre operation and Sentinel Smart Card production.
<b>Sentinel Scheme Rules</b>	The rules that govern the Sentinel Scheme that all participants of the Sentinel Scheme must adhere to.
<b>Sentinel Smart Card</b>	An identity card issued and controlled through the Sentinel Scheme.



Term	Definition
<b>Sponsor</b>	An organisation approved by Network Rail that establishes an agreement with an individual for work on RMI.  The Sponsor is the organisation responsible for organising an individual to work on RMI and can be a Primary Sponsor or a Sub Sponsor.
<b>Sub Sponsor</b>	An organisation that, with the permission of the Primary Sponsor, uses an Individual to work on their behalf.
<b>Suspension</b>	Removal of an Assured Provider or individual's assurance to deliver events and their ability to notify competence on the Sentinel Database.
<b>Swiped In/Out</b>	The act of using the Sentinel Smart Card to electronically record within the Sentinel Database the date, time and location that an Individual accessed and egressed to and from premises subject to the Sentinel Scheme.
<b>Unannounced Assurance Visit(s)</b>	Assurance Visits which are subject to short or no notice.
<b>Verification Process</b>	A process by which the quality of decisions and supporting processes are independently assured as in NR/L2/CTM/202 Quality Assurance in Training and Assessment.
<b>Whistle-Blowing</b>	A report of wrongdoing received through a formal confidential reporting process such as, but not limited to, CIRAS, Speak Out or other method where the reporter's identity is protected.
<b>Workplace Assessment</b>	An assessment which an Individual is required to undertake as per the relevant Network Rail Competence Standard in order to maintain Competence and which sits outside the scope of On-Line Exams.

## The Rules

### 1. General

The following general rules shall be adhered to by all parties involved in RTAS activities:

- 1.1.** All Individuals who conduct training and/or assessments must have the Assured Provider as either their Primary Sponsor or Sub Sponsor.
- 1.2.** All Assured Providers who train and/or assess Individuals working or intending to work on RMI must have Assurance and must continue to maintain their Assurance approval through the Assurance arrangements of the RTAS.
- 1.3.** An Assured Provider cannot Sponsor a candidate/delegate purely for the purposes of training and/or assessment. An Assured Provider must also be utilising a delegate/candidate to deliver operational activities on the Rail Managed Infrastructure. Where the Assured Provider cannot utilise a delegate/candidate for operational work they are not permitted to Sponsor the delegate/candidate.
- 1.4.** All Assured Providers, as Sponsors, shall adhere to the Sentinel Scheme Rules.
- 1.5.** All Assured Trainers and Assured Assessors shall adhere to the Sentinel Scheme Rules for Sponsors.
- 1.6.** Assured Providers shall, when necessary, have an Information Commissioner's Office registration and share personal data on Individuals relating to a safety issue or breach of the RTAS Rules with the Assurance Organisation and/or the Responsible Team within Network Rail.
- 1.7.** All personal data shall be controlled and processed in line with all applicable laws relating to data protection and the processing of personal data, including the Data Protection Act 1998, the General Data Protection Regulation (EU) 2016/679 (with effect from 25 May 2018) and any legislation that, in respect of the United Kingdom, replaces or converts into domestic law the General Data Protection Regulation (EU) 2016/679 or any other law relating to data protection and the processing of personal data as a consequence of the United Kingdom leaving the European Union<sup>2</sup>
- 1.8.** All Individuals are accountable for ensuring that all Required Personal Information is provided to the Assured Provider they work for and that the information remains accurate and up to date.
- 1.9.** Where an Assured Provider identifies an alleged breach of the RTAS Rules, the Assured Provider shall notify the Assurance Organisation in writing as soon as reasonably practicable and, in any event, by the next working day.
- 1.10.** Where a breach of the RTAS Rules by an Assured Provider or Assured Position is alleged or suspected, the Assurance Organisation shall conduct a Formal Review regarding the alleged or suspected breach and determine an

<sup>2</sup> NB: Significant changes to the laws relating to data protection come into force in May 2018 affecting all Assured Providers.

appropriate outcome, which will be subject to endorsement and a final outcome decision made by Network Rail during Formal Review Panel meetings.

- 1.11.** The Assured Provider or Assured Position will be notified by the Assurance Organisation and must cooperate fully with any Formal Review actions undertaken.
- 1.12.** Assured Providers cannot withdraw the Sponsorship of an Individual for an alleged breach of the RTAS Rules, or remove the Individual from the company profile within Sentinel, without: (i) fully cooperating with any Formal Review actions undertaken by the Assurance Organisation; and (ii) the written approval of the Assurance Organisation.
- 1.13.** Where appropriate, Network Rail will conduct Formal Review Appeal Hearings resulting from an appeal against an RTAS Formal Review Outcome. The panel conducting the Formal Review Appeal Hearing will be independent of the Formal Review panel and will comprise of individuals from Network Rail who have not been involved previously in the Formal Review.
- 1.14.** Formal Review Appeal Hearings will only take place where there is new evidence not presented during the Formal Review and/or mitigating circumstances and/or any other compelling reason why a Formal Review Appeal is necessary determined by Network Rail.
- 1.15.** Where an Individual not in an Assured Position has breached the RTAS Rules, and has been determined during a Formal Review to be the Guiding Mind of an Assured Provider and was involved in conduct or activities relating to the breach, the Assurance Organisation may withdraw the Assured Provider's Assurance for such time as the Assurance Organisation and/or Network Rail considers appropriate in the circumstances.
- 1.16.** Assured Providers shall have processes in place to record working hours, monitor and manage risk and implement mitigation against Fatigue of Assured Trainers, Assured Assessors and any other Sentinel card holders who are part of the training function, such as associates, administrators, planners, verifiers and managers, in line with the Sentinel Scheme Rules section 3.5<sup>3</sup>. In the event that an Individual has had less than twelve (12) hours of rest at the time of attending a training and/or assessment event, the Assured Provider shall ensure that: (i) a risk assessment is completed; (ii) a reference number is recorded within the Sentinel swipe in/out process; and (iii) records are retained within the training and/or assessment packs.<sup>4</sup>
- 1.17.** Assured Providers shall have processes in place to minimise the risk from Fatigue of any delegate and/or candidate attending a training and/or assessment, in line with the Sentinel Scheme Rules section 3.5<sup>5</sup>. In the event that there has been less than twelve (12) hours rest at the time of attending a training and/or assessment event, the Assured Provider shall ensure that: (i) a risk assessment is completed; (ii) a reference number is recorded within

<sup>3</sup> Sentinel Scheme Rules section 3.5- Management of Working Hours which can be aided by the use of swipe in/out facilities within Sentinel.

<sup>4</sup> If an Individual has previously undertaken a shift on RMI within the last twelve hours (known as double-shifting) that is considered an insufficient rest period.

<sup>5</sup> Sentinel Scheme Rules section 3.5- Management of Working Hours which can be aided by the use of swipe in/out facilities within Sentinel



the Sentinel swipe in/out process; and (iii) records are retained within the training and/or assessment packs.<sup>6</sup>

- 1.18.** Assured Providers shall always notify the individual and the Assurance Organisation in writing as soon as reasonably practicable, and in any event within five Days<sup>7</sup>, of the reasons for de-sponsoring an individual. Where the individual is an Assured Trainer and/or Assured Assessor, action shall not be taken by the Assured Provider without the Assurance Organisation's advance acknowledgement of the intended action.
- 1.19.** Certification for Competences covered by the RTAS shall normally be in the form of a Sentinel profile accompanied by appropriate authority to work.
- 1.20.** In the event of an Assured Provider ceasing trading or their Assurance being withdrawn, the Assured Provider shall notify the Assurance Organisation in writing by email to accreditationadmin@nsar.co.uk within fourteen (14) Days of the decision made to cease trading and/or the withdrawal of Assurance. Assured Providers shall provide the details of the records of all of their previous training and assessment events completed for Competence actions and activities undertaken on RMI to the Assurance Organisation. The Assured Provider shall then arrange within thirty (30) Days of such notification the transfer of all records to Network Rail Training, which will be kept in accordance with record retention protocols as described in **2.2.23** of the RTAS Rules.
- 1.21.** The Assurance of an Assured Provider shall not be transferred under any circumstances to any other person and/or organisation. In addition, the Assurance of an Assured Provider shall cease immediately if there is a Change of Control of the Assured Provider. In such instances an initial application for Assurance is required.
- 1.22.** The Assured Provider shall inform the Assurance Organisation immediately if there is any Change of Control. Where there is a Change of Control the full Assured Provider approval process shall apply in respect of the Assured Provider and the person(s) in control of it.
- 1.23.** If an Assured Provider or Assured Position fails to cooperate fully with a Formal Review undertaken by the Assurance Organisation, the Assurance Organisation may impose an immediate suspension of the Assured Provider's assurance upon assessment of the circumstances by, and the instruction, of Network Rail.
- 1.24.** An Assured Provider that is suspended more than twice under the RTAS Rules in a three year period may not be eligible for a new or renewed Assurance in line with NR/L2/CTM/202 Quality Assurance in Training and Assessment.
- 1.25.** An Assured Provider that is suspended as a result of allegations under investigation and/or proven breaches of the RTAS Rules is also prohibited from delivery of training and/or assessment via any sub-contractor arrangements.

<sup>6</sup> If an Individual has previously undertaken a shift on RMI within the last twelve hours (known as double-shifting) that is considered an insufficient rest period.

- 1.26. The Assured Provider shall have in place processes to maintain the Assurance Organisation's on-line Events Calendar in line with the Assurance Organisation's specific requirements.
- 1.27. Under no circumstances will a Medical or Alcohol and Drugs test be administered during the course, except for tests administered as part of the 'for cause' or 'unannounced testing' process.

## 2. Roles and Responsibilities

### 2.1. The Assurance Organisation

The role of the Assurance Organisation is to:

- 2.1.1. Maintain and retain detailed records of all Assured Providers, including names, company numbers, registered and contact addresses, nominated contacts and contact details and locations which are approved for delivery of training for no less than seven (7) years from the creation and/or update of the record .
- 2.1.2. Maintain and retain detailed records of all Assured Trainers and Assured Assessors, including names, contact details, Assured Capabilities and approvals for no less than seven (7) years from the creation and/or update of the record.
- 2.1.3. Manage compliance of the RTAS on behalf of Network Rail. The Assurance Organisation is responsible for the monitoring, supporting improvement and ensuring compliance of Assured Providers and Assured Positions who have Assurance under RTAS Rules, the Quality Assurance Framework and the specific requirements of the policies, standards, procedures and materials of Network Rail.
- 2.1.4. If appropriate, temporarily suspend the assurance of Assured Provider's, and/or Assured Positions with immediate effect, on the receipt of the instruction from Network Rail where an Assured Provider and/or Assured Position, subject to and, fails to fully cooperate with, a Formal Review into an alleged breach of the RTAS Rules.
- 2.1.5. Obtain and/or provide information and/or evidence, for the purposes of determining whether a Formal Review Outcome should be implemented within the context of Formal Reviews, Formal Review Appeals and Formal Review Appeal Hearings.
- 2.1.6. Where the Assurance Organisation is notified by an Assured Provider that an Assured Position intends to leave or has left an Assured Provider, in accordance with 2.2.24 the Assurance Organisation must confirm receipt of the completed application [Appendix 2] and communicate to the Assured Provider any resulting actions before making amendments to any relevant systems, including, but not limited to, the Sentinel Database.



## **2.2. Assured Provider**

The Assured Provider shall:

- 2.2.1. Maintain appropriate management systems which demonstrate compliance to the RTAS Rules and as outlined in Section 3 **Management System Requirements**.
- 2.2.2. Comply with all relevant Network Rail company policies, standards, procedures and materials, including, but not limited to, NR/L2/CTM/202 Quality Assurance in Training and Assessment.
- 2.2.3. Have processes in place to keep up-to-date with changes to Network Rail policies, standards, procedures and materials as applicable to the activities that the Assured Provider is authorised by Network Rail to undertake. All briefings shall be documented and retained in line with NR/L2/CTM/202 Quality Assurance in Training and Assessment.
- 2.2.4. Only allow Assured Positions to use the current Network Rail Approved Training and Assessment materials for the Competences covered by the Sentinel Scheme.
- 2.2.5. Provide managed access for Assured Positions to the Network Rail standards and Training Toolkit materials that are relevant to the Competences and Capabilities for which they train and/or assess.
- 2.2.6. Implement and manage a process to check that, where Individuals require Sentinel Smart Cards, they are current and in date.
- 2.2.7. Only deliver training and/or assessments for which the Assured Provider has Assurance.
- 2.2.8. Deliver the training and/or assessments for which the Assured Provider has Assurance in accordance with all Network Rail specific requirements (including duration and maximum delegate numbers). Any deviation from any Network Rail specific requirement (including the duration or delegate numbers) shall be: (i) risk assessed at the time of the event by the Assured Provider; (ii) documented within Network Rail mandated training and assessment records; (iii) signed by an Assured Trainer and/or Assured Assessor; (iv) signed by an Individual not holding an Assured Position within the Assured Providers organisational structure which excludes the delegate; and (v) dated and retained within the course pack. Risk assessments shall take account of the following list (which is not exhaustive):
  - 2.2.8.1. Competence risk;
  - 2.2.8.2. Trainer experience risk;
  - 2.2.8.3. Type of course (i.e. initial or recertification);
  - 2.2.8.4. Delegate experience;
  - 2.2.8.5. Training materials delivery; and

2.2.8.6. Guided Learning Hours and all guidelines.

- 2.2.9. Only allow training and/or assessment events to be delivered by Assured Trainers and/or Assured Assessors.
- 2.2.10. Have processes in place to monitor, support improvement, document and retain appropriate records and ensure that an Assured Trainer has been directly observed in **no less than** three (3) events delivering training as part of their annual monitoring by an Individual with the required trainer qualifications. Where systematic risk based assessments identify a higher than 'low risk' trainer, more than three observations will be required.
- 2.2.11. Have processes in place to monitor, support improvement, document and retain appropriate records and ensure that an Assured Assessor has been directly observed in **no less than** three (3) events delivering assessments as part of their annual monitoring by an Individual with the required assessor qualifications and who, in addition, holds the Competence(s) being assessed. Where systematic risk based assessments identify a higher than 'low risk' assessor, more than three observations will be required.
- 2.2.12. Have processes in place to monitor and ensure (and to retain appropriate records) that findings from observations are monitored within the Assured Trainer and/or Assured Assessor's Continuous Professional Development (CPD) activities.
- 2.2.13. Where an Individual is both an Assured Trainer and an Assured Assessor, have processes in place to monitor, support improvement, document and retain appropriate records and ensure that at least two (2) training and two (2) assessment events annually that are mandated and as stated in and outlined in the table below, have taken place:

	Assured Trainer	Assured Assessor	Assured Trainer and Assessor
<b>Observation 1</b>	Training	Assessment	Training*
<b>Observation 2</b>	Training	Assessment	Assessment*
<b>Observation 3</b>	Training	Assessment	Training*
<b>Observation 4</b>	Not required	Not required	Assessment*

**\* One of each type of observation must be completed – it does not matter which is done first or the order in which they are done but two of each must be undertaken over the period of 12 months.**

- 2.2.14. Where an Assured Trainer or Assured Assessor joins the RTAS more than mid-way through the year then the number of observations required can be pro rata <sup>8</sup>

<sup>8</sup> Quarterly periods are defined as 01 July – 30 September, 01 October – 31 December, 01 January – 31 March and 01 April to 30 June

- 2.2.15. Only allow training, assessment and Workplace Assessment events to take place in a safe environment.
- 2.2.16. Not allow an environment to be manufactured for the purposes of Competence assessments only.
- 2.2.17. Ensure that all assessments other than end of training assessments, unless defined within the relevant training materials, are carried out in an operational environment with the candidate on shift (with the exception of On Track Plant (OTP)/On Track Machines (OTM) only).<sup>9</sup>
- 2.2.18. Only deliver and host training, assessment and Workplace Assessment events (when not on RMI) at a site or venue approved by the Assurance Organisation.<sup>10</sup>
- 2.2.19. Prepare and produce the necessary risk assessments and Safe Work Packs (SWP) in accordance with the Network Rail standard for the discipline concerned to enable training, assessment and Workplace Assessments to be carried out in accordance with the Rule Book, relevant Network Rail and Railway Group standards. Any documents produced, such as a complete SWP<sup>11</sup> must be retained, in full, with the relevant training and assessment records.
- 2.2.20. Ensure that SWPs which are required for training events are prepared and produced by a Safe Work Planner holding current and valid Sentinel Competence and approved by a responsible manager as defined in NR/L2/OHS/019 Safety of People Working On or Near the Line.
- 2.2.21. Prepare and produce all SWPs with the appropriate approvals in place in line with Network Rail requirements.
- 2.2.22. Appropriate approvals include written permission to access the intended specific RMI location from the current Responsible Controller dated no earlier than twelve (12) calendar months prior to the date of the event.
- 2.2.23. Retain all training and assessment records for a period of no less than seven (7) years from the date of creation and/or amendment and be able to provide them upon request to Assurance Organisation and/or, Network Rail (as the case may be) within 24 hours. These training and assessment records may be converted into electronic records; where this is the case, records must be backed up and held on a secondary server in a separate location.
- 2.2.24. Where the Assurance Organisation is notified by an Assured Provider that an Assured Position intends to leave or has left an Assured Provider in accordance with 2.1.6 the Assurance Organisation must confirm receipt of the completed application [Appendix 2] and communicate to the Assured Provider any resulting actions before making amendments to any relevant

<sup>9</sup> N.B. Any assessment which is not an end of training assessment, unless required by the relevant training materials, must take place during the candidate's normal rostered duties. Normal duties **cannot be interpreted** as anything other than a shift which the candidate is working as deployed by their Sponsor – and cannot be for the purpose of the assessment. OTP/OTM assessments, where not undertaken in the live environment, must be undertaken on practical sites as detailed on the Assurance Organisation's approved practical site list.

<sup>10</sup> Non-exhaustive examples include: track induction, on track plant and overhead line electrification in either construction or maintenance.

<sup>11</sup> An SWP is in accordance with NR/L2/OHS/019 Safety of People when working on or near the line.



systems, including, but not limited to, the Sentinel Database.

- 2.2.25. Complete and submit the application [Appendix 2] to the Assurance Organisation when an Assured Trainer and/or Assured Assessor leave, or intend to leave, their Contract of Sponsorship, within five (5) Days of the Assured Provider being advised. The Assurance Organisation must confirm receipt of the completed Appendix 2 and communicate to the Assured Provider any resulting actions before the Assured Provider takes any action within any relevant systems, including but not limited to, the Sentinel Database.
- 2.2.26. Fully cooperate with any Formal Reviews or Investigations initiated and/or in progress as requested by the Assurance Organisation and/or Network Rail. Failure to do so may result in an immediate Suspension of the Assured Provider's assurance as instructed by Network Rail.
- 2.2.27. Keep a record of management meetings with Assured Trainers, Assured Assessors and/or other Individuals who do not hold an Assured Position but have input and/or influence to an Assured Provider's activities.
- 2.2.28. Ensure all attendees at management meetings sign an attendance register to confirm the attendance of an Assured Trainer, Assured Assessor and/or other Individuals who do not hold an Assured Position but have input and/or influence to an Assured Providers activities and to record absences.
- 2.2.29. Ensure records are retained of briefings provided to Assured Trainers, Assured Assessors and/ or other Individuals who do not hold an Assured Position but have input and/or influence to an Assured Providers activities who have not attended Assured Providers meetings.
- 2.2.30. Ensure that where a delegate attending Personal Track Safety (referred to herein as PTS) and/or track induction training has declared difficulties with reading and/or writing, a reasonable adjustment is provided by a secondary individual fulfilling the role of reader and/or scribe (as required). This second individual shall not hold the Competence of the questions involved. Where this has taken place, the name and signature of the reader and/or scribe shall be recorded and retained within the training and/or assessment pack.
- 2.2.31. Ensure that a minimum of 30 hours Continuous Professional Development (referred to herein as CPD) is undertaken in line with RTAS requirements. Where an Individual requires dispensation, the Assured Provider shall contact the Assurance Organisation not less than twenty (20) Days in advance of the CPD year end to request this.<sup>12</sup>

### 2.3. Assured Trainers (Individual)

The Assured Trainers of Competences covered by the RTAS Scheme shall:

- 2.3.1. Comply with the RTAS Rules, Network Rail company policies, standards, procedures and materials, including but not limited to, NR/L2/CTM/202 Quality Assurance in Training and Assessment, and Sentinel Scheme Rules.

<sup>12</sup> N.B. Except for certified ill health, mitigation will not be considered during the last month of the CPD year.

- 2.3.2. Maintain a thorough understanding of the contents of the Competence Standards for the Competences for which they provide training covered by the RTAS Scheme.
- 2.3.3. Only use current Network Rail approved training materials from the Network Rail Training Toolkit for the Competences covered by the Sentinel Scheme and delivers them in accordance with the training organisation's management system and all Network Rail specific requirements set out in its training materials (including duration and delegate numbers). Any amendment to the duration or delegate numbers must be: (i) risk assessed at the time of the event by the Assured Trainer; (ii) documented within Network Rail mandated training and assessment records; (iii) signed by an Assured Trainer (iv) signed by an Individual not holding an Assured Position within the Assured Providers organisational structure which excludes the delegate; and (v) dated and retained within the course pack.
- 2.3.4. Complete all training documentation required and upload the results to the Sentinel Database in accordance with the training organisation's management system and the RTAS Rules.
- 2.3.5. When on or about the RMI, act in a safe manner at all times in line with the Lifesaving Rules<sup>13</sup> and follow instructions given by the responsible person(s) on duty.
- 2.3.6. Maintain an in-date Sentinel Scheme profile covering all Competences for which they provide training.
- 2.3.7. When delivering a training course, the PTS and COSS competences must be held and maintained, as a minimum, by the Assured Trainer.
- 2.3.8. Undertake and pass the Assured Trainer and/or Assured Assessor On-Line Exams annually to maintain Assurance:
  - 2.3.8.1. Assured Trainers and/or Assured Assessors who are identified as **not** using their Competences for "Operational Purposes" (i.e. those who deliver training only) must undertake their Assured Trainer and/or Assured Assessor exams annually and before the expiry date in line with the Assured Provider's Competence management system. **No** grace period is allowed.
  - 2.3.8.2. All other Assured Trainers and/or Assured Assessors identified as using their Competences operationally must undertake the Assured Trainer and/or Assured Assessor exams for only the capabilities in which they deliver training and assessment. For all other competences in which they do not have training and/or assessment capability, the Assured Trainers and/or Assured Assessors will be required to undertake the relevant workplace Competence renewal events<sup>14</sup> as required to maintain their competence.
  - 2.3.8.3. Failure to successfully pass the core exams prior to the expiry of the relevant Competences shall result in the suspension of **all** of the

<sup>13</sup> The Lifesaving Rules can be found on Safety Central

<sup>14</sup> For example, Engineering Supervisor (ES)/Person in Charge of Possession (PICOP)/Auxiliary Operating Duties (AOD) – this list is not exhaustive

Assured Capabilities. In order to reinstate those Assured Capabilities, initial training will be required for all the Assured Capabilities covered in the core exam.

- 2.3.8.4. All non-core exams must be completed within fifteen (15) Days of the core exam start.
- 2.3.8.5. Failure to successfully pass non-core exams shall result in the suspension of one (1) or more of the Assured Capabilities. In order to reinstate those Assured Capabilities, initial training will be required for the one (1) or more of the Assured Capabilities covered in the non-core exam.
- 2.3.9. It is a requirement for each Assured Trainer to: (i) complete their CPD in line with RTAS requirements; and (ii) record their completed CPD on the Assurance Organisation's on-line system. Failure to do so, and where there is **not** a dispensation in place, may result in a formal review and potential Suspension, as instructed by Network Rail, of their assurance to train and/or assess, until the relevant CPD is completed.
- 2.3.10. Fully cooperate with any reviews and/or investigations initiated and/or in progress as requested by the Assurance Organisation and/or Network Rail. Failure to do so may result in an immediate temporary suspension of the Assured Trainer's assurance as directed by Network Rail.

#### **2.4. Assured Assessors (Individual)**

Assured Assessors of Competences covered by the RTAS Scheme shall:

- 2.4.1. Comply with the RTAS Rules, Network Rail company policies, standards, procedures and materials, including but not limited to, NR/L2/CTM/202 Quality Assurance in Training and Assessment, and Sentinel Scheme Rules.
- 2.4.2. Maintain a thorough understanding of the contents of the Competence Standards for the Competences and Assured Capabilities for which they provide assessment covered by the RTAS Scheme.
- 2.4.3. Deliver a **minimum** of six (6) workplace Competence assessments per twelve (12) month period (January to December). For Assured Assessors who secure Assurance during the year, the minimum delivery requirements can be pro-rata. Guidance shall be secured from the Assurance Organisation.
- 2.4.4. Only use current Network Rail approved assessment materials from the Network Rail Training Toolkit for the Competences covered by the RTAS and deliver them in accordance with the Assured Provider's management system and all Network Rail specific requirements.
- 2.4.5. When on or about the RMI, act in a safe manner at all times in line with Lifesaving Rules and follow instructions given by the responsible person(s) on duty.
- 2.4.6. Maintain Competence in accordance with **clauses 2.3.7, 2.3.8 and 2.3.9.**



- 2.4.7. Complete all assessment documentation required and upload the results to the Sentinel Database in accordance with the Assured Provider's management system and the RTAS Rules.
- 2.4.8. Maintain an in-date Sentinel profile covering the Competences for which they provide assessment and any pre-requisite Competences.
- 2.4.9. Fully cooperate with any reviews or investigations initiated and/or in progress as requested by the Assurance Organisation and/or Network Rail. Failure to do so may result in an immediate temporary Suspension of the Assured Assessor's Assurance as instructed by Network Rail.

## **2.5. Sole Trainers and Assessors**

- 2.5.1. Sole trainers and assessors shall be considered as an Assured Provider and shall be subject to the clauses within **2.2 Assured Provider**, **2.3 Assured Trainers (Individual)** and **2.4 Assured Assessors (Individual)**, as applicable.

## **2.6. Network Rail**

- 2.6.1. The RTAS and governing Rules are implemented, upheld and overseen by Network Rail
- 2.6.2. Network Rail will oversee any Formal Review and, either, approves or rejects the Assurance Organisation's recommended outcomes and/or actions, and/or determines such an outcome as it sees fit.
- 2.6.3. Where the outcome of a Formal Review is agreed and/or instructed as suspension, Network Rail will notify the subject of any Formal Review of the outcome within thirty (30) Days of the decision being made.
- 2.6.4. Upon receipt of request for a Formal Review Appeal from An Assured Provider, Network Rail will undertake Formal Review Appeals and any Formal Review Appeal Hearings.
- 2.6.5. An Assured Provider, Assured Trainer, Assured Assessor and/or any Individual may only appeal a Formal Review Outcome where: (i) a request is made in writing to Network Rail, in accordance with paragraph **5.5.2**, within thirty (30) Days of the date of the letter notifying them of the Formal Review Outcome; and (ii) there is new evidence not presented at the Formal Review and/or mitigating circumstances and/or any other compelling reason which in the opinion of Network Rail justifies a Formal Review Appeal .
- 2.6.6. In the event of an appeal request from an Assured Provider, Assured Trainer, Assured Assessor and/or any Individual proceeding to a Formal Review Appeal, Network Rail will oversee the Appeal which may involve the Assurance Organisation, the Assured Provider, Assured Trainer, Assured Assessor and/or any Individual.

### 3. Management System Requirements

#### 3.1. Assurance Process

- 3.1.1. The Assurance of Assured Providers, Assured Trainers and/or Assured Assessors covered by the RTAS shall be in accordance with the current version of the RTAS Rules and the requirements of the Assurance Organisation's Quality Assurance Framework.

#### 3.2. Scope of the Assurance Process

- 3.2.1. The Assured Capabilities awarded to an Assured Provider, Assured Trainer and/or Assured Assessor specifies the scope of Competences that the Assured Provider, Assured Trainer and/or Assured Assessor may deliver training and/or assessment in.
- 3.2.2. Provides Assurance for the facilities in which the Assured Provider wishes to deliver practical training and/or assessment for track induction, OTP machine/crane controller and OLEC training.

#### 3.3. Competence of Assured Trainers and/or Assessors

- 3.3.1. Assured Trainers and/or Assured Assessors shall be competent in the Assured Capabilities in which they deliver training and/or assessments. Competence certification shall be obtained and maintained in accordance with [clauses 2.3.7 and 2.3.8](#).

#### 3.4. Initial Assurance of Trainers

- 3.4.1. Trainers applying to join the RTAS shall comply with the process defined by the Assurance Organisation.
- 3.4.2. The initial registration to become an Assured Trainer must be completed before mentorship (as set out at clause 3.4.3 below) in order for any additional Assured Capability to be awarded.
- 3.4.3. The Assured Provider shall appoint a qualified and experienced trainer mentor who holds the Assured Capability to deliver support to the trainer under mentorship in a programme of mentored development. The mentored trainer shall be briefed by the mentor on the content and delivery of the course that they are to deliver, and this briefing shall be documented. The mentored trainer shall be supported through the delivery of a series of courses a minimum of two (2) initial courses over a maximum period of three (3) months. Any extensions to this mentorship period shall be requested by a person in a role of senior management within an Assured Provider by contacting the Assurance Organisation in writing no later than 14 Days prior to the expiry of the three (3) month period and if successful, approved, before the extension can be implemented. The mentorship period cannot exceed six (6) months. Upon conclusion of this, the Assured Provider must be satisfied that the trainer under mentorship is capable of delivering the course. The Assured Provider shall then submit evidence to the Assurance Organisation of the satisfactory completion of the programme of mentored development to initiate the award of Assured Capability. The mentored trainer is not approved to deliver training independently until the Assured



Capability is uploaded to the Sentinel Database and confirmed in writing to the Assured Provider by the Assurance Organisation.

- 3.4.4. The mentored trainer shall also demonstrate occupational Competence by providing operational evidence for the specific Assured Capability being applied for.
- 3.4.5. The trainer mentor cannot have any Conflict of Interest in relation to the mentored trainer. Any application for initial Assurance where mentorship has been undertaken by a trainer mentor with a Conflict of Interest may be rejected and may be subject to a Formal Review.

### **3.5. Extension of the Scope of the Assurance for a Trainer**

- 3.5.1. Assured Trainers wishing to add further Assured Capabilities shall follow the process in 3.4.3, 3.4.4 and 3.4.5. The Assured Capability shall be awarded by the Assurance Organisation upon receipt of evidence that the programme of mentored development has been completed to the required standard.

### **3.6. Initial Assurance of Assessors**

- 3.6.1. Assessors applying to join the RTAS shall comply with the process set down by the Assurance Organisation.
- 3.6.2. The initial registration to become an Assured Assessor must be completed before mentorship (as set out at clause 3.6.3 below) in order for additional Assured Capability to be awarded.
- 3.6.3. The Assured Provider shall appoint a qualified and experienced Assured Assessor mentor who holds the Assured capability to deliver support to the assessor under mentorship in a programme of mentored development. The mentored assessor shall be briefed by the mentor on the content and delivery of the assessment that they are to deliver, and this briefing shall be documented. The mentored assessor shall be supported through the delivery of a minimum of two (2) mentored assessments undertaken for each Assured Capability over a maximum period of three (3) months. Any extensions to this mentorship period shall be requested by a person in a role of senior management within an Assured Provider by contacting the Assurance Organisation in writing no later than 14 Days prior to the expiry of the three (3) month period and if successful, approved, before the extension can be implemented. The mentorship period cannot exceed six (6) months. Upon conclusion of this mentorship period, the Assured Provider must be satisfied that the assessor under mentorship is capable to deliver the assessment. The Assured Provider shall then submit evidence to the Assurance Organisation of the satisfactory completion of the programme of mentored development to initiate the award of Assured Capability. The mentored assessor is not approved to deliver assessments independently until the Assured Capability is uploaded to the Sentinel Database and confirmed in writing to the Assured Provider by the Assurance Organisation.
- 3.6.4. The mentored assessor shall also demonstrate occupational Competence by providing operational evidence for the specific Assured Capability being applied for.
- 3.6.5. The assessor mentor cannot have any Conflict of Interest in relation to the

mentored assessor. Any application for initial Assurance where mentorship has been undertaken by an assessor mentor with a Conflict of Interest may be rejected and may be subject to Formal Review.

### **3.7. Extension of the scope of the Assurance for an Assessor**

- 3.7.1. Assured Assessors wishing to add additional assessments for Assured Capabilities shall follow the process in **3.6.3**, **3.6.4** and **3.6.5**. Assured Capability shall be awarded by the Assurance Organisation upon receipt of evidence that the programme of mentored development has been completed to the required standard.

### **3.8. Extension to the scope of the Assurance for an Assured Provider**

- 3.8.1. Assured Providers wishing to conduct training and/or assessment events in a Competence not included in the scope of their Assured Capabilities shall:
- 3.8.1.1. Install the equipment to comply with the requirements of the Network Rail training materials and Network Rail standards (where appropriate); and
  - 3.8.1.2. Appoint an Assured Trainer for that Assured Capability; and
  - 3.8.1.3. Complete the application for the Assured Capability which is submitted to the Assurance Organisation; and
  - 3.8.1.4. Complete the application for practical site approval which is submitted to the Assurance Organisation, where applicable.
- 3.8.2. The information contained in the application will initially be reviewed by the Assurance Organisation against set criteria as detailed within the Assurance Organisation's management system, which includes the:
- 3.8.2.1. Qualifications of the trainer and/or assessor including their rail industry vocational experience; and
  - 3.8.2.2. Facilities required to train and/or assess the Competence.
- 3.8.3. The proposed Assured Provider, Assured Trainer and/or Assured Assessor shall also have had relevant experience as specified within NR/L2/CTM/202 Quality Assurance in Training and Assessment.

### **3.9. Provision of Training and Assessment Materials**

- 3.9.1. Training and assessment materials are provided to the Assured Provider by Network Rail via the Network Rail Training Toolkit, in line with payment terms as determined by Network Rail. Failure to make regular timely payments as instructed by Network Rail may result in access restrictions applied to systems such as The Training Toolkit.
- 3.9.2. Assured Providers shall, as a minimum, only use training and assessment materials for Competences covered by the Sentinel Scheme that they have been approved to use and have been issued to them by Network Rail.

### 3.10. Assured Training and Assessment

3.10.1. Assured training and assessment shall only be provided to those Individuals who:

3.10.1.1. Have been nominated, in writing by a Sponsor who holds a valid and current Railway Industry Supplier Qualification Scheme (RISQS) audit certificate, to attend a Sentinel Scheme training course or assessment

3.10.1.2. Hold all:

3.10.1.2.1. The general pre-requisite event requirements;

3.10.1.2.2. Current and valid sponsorship;

3.10.1.2.3. Proof of identity<sup>15</sup>;

3.10.1.2.4. Confirmation from the Sentinel Database of a current and valid: (i) medical certificate; and (ii) D&A certificate;

3.10.1.2.5. For defined Competences, are able to read and speak English<sup>16</sup> and demonstrate their ability to communicate effectively throughout the course; and

3.10.1.2.6. For defined Competences, meet any specified pre-requisites, and provide supporting evidence as specified in the Network Rail Competence Standard for the Competence concerned.

3.10.1.3. In so far as it is considered reasonable, an Assured Provider may request additional requirements to the above list in writing no less than fourteen (14) days in advance of the event.

### 3.11. Assured records

#### 3.11.1. Training Records

Assured Providers shall securely retain the following documents as a comprehensive record of training events and make available for external verification by the Assurance Organisation when requested:

3.11.1.1. The booking form and evidence of booking in full for the delegate completed and signed by the valid Primary Sponsor or, where applicable, from the Sub Sponsor, accompanied by written permission from the Primary Sponsor.<sup>17</sup>

3.11.1.2. Documented evidence that the Joining Instructions have been issued

<sup>15</sup> I.e. a current and in date Sentinel Card, full driving licence, passport, biometric ID card, resident permit as per Home Office guidance or 'ValIDate' card.

<sup>16</sup> The trainer has to assess the delegate's ability to hold a conversation in English throughout all courses and take action to confirm that the delegate does not undergo and/or continue training should they be unable to communicate effectively in English.

<sup>17</sup> Where electronic databases are used Electronic Signatures must be evidenced.



to and received by the relevant Sponsor.

- 3.11.1.3. Documented and dated evidence that the Sentinel Database and/or Network Rail's e-learning system has been checked before the delegate is accepted for the training place in order to confirm compliance with the pre-requisites and assessment requirements for the Competence to be trained.
- 3.11.1.4. Documented and dated evidence that proof of the identity of delegates attending the event has been checked, verified and recorded.
- 3.11.1.5. A copy of the original Acceptable Forms of Identification produced, with permission of the delegate (this can include the Sentinel Smart Card where already held). Up-to-date information regarding the basic legal forms of identification can be found on the Home Office's website.<sup>18</sup>
- 3.11.1.6. A copy of the completed course register. The Assured Trainer shall sign and date the course register for each course attended, in full, on the first day of the course. The delegate shall sign the course register in full on the first day. The Assured Trainer and delegate shall initial the course register for the subsequent days of the course.
- 3.11.1.7. Records which evidence the start and finish times of each day of the course using the course progress documentation and which detail the completion of risk assessments and documents any changes to the start and finish time and the justification for the change.
- 3.11.1.8. Risk assessments and documentation of any deviations (and the reasons) in times and delegate numbers from those scheduled must be retained within the course pack and in line with **2.2.8**.
- 3.11.1.9. Records of the delegate results detailing whether the delegate has passed or failed.
- 3.11.1.10. Records of the reason as to when and why a delegate has been turned away from a training event.
- 3.11.1.11. Records on the course register of the training material versions for the event delivered by the Assured Trainer.
- 3.11.1.12. Training materials for the event completed by the Assured Trainer and delegate.
- 3.11.1.13. Assessment materials for the event completed by the Assured Assessor and candidate.
- 3.11.1.14. Records of pass and failure rates for each course that the Assured Provider delivers.
- 3.11.1.15. Evidence that analysis of responses to questions has been

<sup>18</sup> <https://www.gov.uk/employers-checks-job-applicants>

undertaken and used as part of the Verification Process for the Assured Trainer's continuing development purposes.

- 3.11.1.16. Evidence of feedback analysis with the outputs being used as continuous improvement for the Assured Trainer and/or Assured Provider.
- 3.11.1.17. Evidence that equality, diversity and inclusion records are completed, analysed and used for the purposes of the Assured Provider's continuous improvement.
- 3.11.1.18. Supporting evidence of a trackside event, which must include the live environment track visit SWP **(this must be a complete pack and not an extract)** and, in addition, no less than one of the following (below is not an exhaustive list):
  - 3.11.1.18.1. Method statement; or
  - 3.11.1.18.2. Lifting plans; or
  - 3.11.1.18.3. Records of procurement/invoice for the hire of facilities/on track plant equipment.
- 3.11.1.19. A record of delegate feedback for the event, including statements that the feedback can be completed anonymously.
- 3.11.1.20. The record of the training notification from the Sentinel Database of the delegate results for the event.
- 3.11.1.21. Evidence that when a question and/or answer on a test paper requires changing or a mistake is made, the delegate has initialled and dated the change. This is to show that there has been no interference by the Assured Trainer.
- 3.11.1.22. Evidence that all Assured Trainers and delegates have Swiped In/Out of the training centre each day.
- 3.11.1.23. An Assured Provider may retain additional records to those in the above list.

### 3.11.2. **Assessment records**

Assured Providers shall securely retain the following documents as a comprehensive record of assessment events and make available for external verification by the Assurance Organisation when requested:

- 3.11.2.1. The booking form in full for the candidate completed by the valid Primary Sponsor or, where applicable, from the Sub Sponsor accompanied by written permission from the Primary Sponsor.<sup>19</sup>
- 3.11.2.2. Documented evidence that the Joining Instructions have been issued to and received by the relevant Sponsor.

<sup>19</sup> Where electronic databases are used Electronic Signatures must be evidenced.

- 3.11.2.3. Evidence that the Assured Assessor has undertaken the 'Agreement for Assessments' as required by the current Network Rail approved assessment material.
- 3.11.2.4. Documented and dated evidence that the Sentinel Database has been checked before the candidate is accepted for the assessment place in order to confirm compliance with the pre-requisites and assessment requirements for the Competence to be assessed.
- 3.11.2.5. Documented and dated evidence that proof of the identity of candidates undertaking assessment has been checked, verified and recorded
- 3.11.2.6. A copy of the original Acceptable Forms of Identification produced, with permission of the candidate (this can include the Sentinel Smart Card where already held). Up-to-date information regarding the basic legal forms of identification can be found on the Home Office's website.<sup>20</sup>
- 3.11.2.7. Records which evidence that the Assured Assessor documents the start and finish times of the assessment.
- 3.11.2.8. Record of the candidate result, detailing whether 'Competent', 'Not yet competent' or 'Not competent'.
- 3.11.2.9. Evidence that 'Competent', 'Not yet competent' or 'Not competent' results are recorded with the outputs being used as part of the Verification Process for the Assured Assessor's continuing development.
- 3.11.2.10. Evidence of feedback analysis with the outputs being used as continuous improvement for the Assured Assessor and/or Assured Provider.
- 3.11.2.11. Supporting evidence of a trackside event, which must include the live environment track visit SWP (**this must be a complete pack and not an extract**) and, in addition, no less than one of the following (below is not an exhaustive list):
  - 3.11.2.11.1. Method statement; or
  - 3.11.2.11.2. Lifting plans; or
  - 3.11.2.11.3. Records of procurement/invoice for the hire of facilities/on track plant equipment.
- 3.11.2.12. Records of the reason as to when and why a candidate has been turned away from an assessment event.
- 3.11.2.13. The record of the training notification from the Sentinel Database of the delegate results for the event.

<sup>20</sup> <https://www.gov.uk/employers-checks-job-applicants>



- 3.11.2.14. Evidence that when a question and/or answer on a test paper requires changing or a mistake is made, the candidate has initialled and dated the change. This is to show that there has been no interference by the Assured Assessor.
- 3.11.2.15. Evidence that all Assured Assessors and candidates have been Swiped In/Out of the Sentinel Database.
- 3.11.2.16. An Assured Provider may retain additional records to those in the above list.

### 3.11.3. Notification of Training and Assessment

- 3.11.3.1. Every Assured Provider shall nominate a person within their organisation to update the Sentinel Database of training and/or assessment events that have taken place.
- 3.11.3.2. Sentinel notification activities will be audited by Assured Providers and findings recorded to ensure that notifications to Sentinel are being made correctly and no later than fourteen (14) days, from the completion date of training.
- 3.11.3.3. Where a candidate fails to achieve 'Competent' in an assessment, this must be notified on Sentinel immediately after the completion of the event to ensure that an Individual who has failed an assessment is not put to work on RMI following the withdrawal of Competence. Any delay to this notification can result in a breach of health and safety legislation, possibly leading to significant safety consequences.
- 3.11.3.4. Log in details for the nominated person shall be specific to the individual and retained in line with current data protection legislation and information security policies. **Log in details shall not be shared with any person.** Any personnel requiring access need to arrange their own unique access via the Assured Provider's management team and are responsible for the security of that information.
- 3.11.3.5. The Assured Provider's nominated person shall undertake any relevant training and/or briefings as required by Network Rail and/or the Assurance Organisation to ensure notification of training and/or assessment is completed correctly and timely.
- 3.11.3.6. Before updating the Sentinel Database the Assured Provider's nominated person shall check that the Assured Trainer and/or Assured Assessor have collected all the required documentation and other supporting evidence required by **3.11 Assured records.**

### 3.12. Management of suspected breaches of the RTAS Rules

- 3.12.1. Assured Providers shall have processes in place for reviewing alleged breaches of the RTAS Rules by Individual(s) working on their behalf. Notification of suspected or alleged breaches may be received from various sources including, but not limited to, Sponsors, clients, whistle-blowers, Sentinel Scheme Administrators, the Assurance Organisation, Network Rail

or the British Transport Police.

- 3.12.2. Assured Providers shall have a process in place to identify and report any alleged breaches of the RTAS Rules.
- 3.12.3. Where the Individual is working on behalf of the Assured Provider at the time of an alleged breach of the RTAS Rules, the Assured Provider will notify the Assurance Organisation as soon as reasonably practicable and, in any event by the next working day, in writing. (see [5 Investigating breaches of the RTAS Rules](#)).
- 3.12.4. Any suspected breach will lead to Formal Review. The Assurance Organisation should decide whether a temporary Suspension is required, taking into account the level of risk to the RMI whilst a Formal Review is taking place. Where a temporary Suspension is recommended to Network Rail by the Assurance Organisation and deemed appropriate, the Assured Provider and/or the Individual will be advised of an immediate temporary Suspension of the Individual's and/or Assured Providers capability to train and/or assess by the Assurance Organisation.

#### 4. Breaches of the RTAS Rules

Breaches of the RTAS Rules by either an Individual or an Assured Provider include (but are not limited to) the following:

- 4.1. Any breach of the Sentinel Scheme Rules for Sponsors by an Individual or Assured Provider.
- 4.2. Any breach of the RTAS Rules by an individual or Assured Provider.
- 4.3. Any action of theft, attempted theft, fraud, or falsification of documentation and/or records.
- 4.4. Any breach of the D&A policy, including reporting or endeavouring to report to site under the influence of drugs or alcohol or being in possession of illegal drugs on site, either for sale or personal use.
- 4.5. Any breach in working hours, including reporting or endeavouring to report for a shift of work having previously undertaken a shift on RMI within the last twelve hours (known as double-shifting).<sup>21</sup>
- 4.6. Any event of presenting a falsified or altered Sentinel Smart Card or claiming a false identity for the purposes of trying to gain entry onto RMI.
- 4.7. The infringement of any health and safety rules and regulations.
- 4.8. Any event of negligence which causes, or has the potential to cause,

<sup>21</sup> NB: In the rare event that there has been less than twelve (12) hours rest at the time of undertaking and/or attending training and/or assessment (i.e. less than twelve (12) hours since having previously undertaken a shift on RMI) a risk assessment must be completed, a reference number recorded within the Sentinel Swipe In/Out process and records retained within training and/or assessment packs. A breach in working hours will be determined where this evidence is not present.



unacceptable loss, damage or injury.

- 4.9.** Any event of physical violence while at work.
- 4.10.** Any event of deliberate damage to RMI.
- 4.11.** Any event of bullying, harassment or discrimination.
- 4.12.** Any breach of confidence.
- 4.13.** Any breach of the NR/L2/CTM/202 Quality Assurance in Training and Assessment standard by an Individual or Assured Provider.
- 4.14.** Any other event that brings the RTAS into disrepute.
- 4.15.** Any action of false notification of a training and/or assessment event.
- 4.16.** Any failure to adequately monitor and/or mentor Assured Trainers, Assured Assessors and/or mentored trainers and mentored assessors.
- 4.17.** Any failure by an Assured Provider, Assured Trainer, Assured Assessor or Individual to cooperate with any investigation in to an alleged breach of the RTAS Rules, or failure to cooperate with a Formal Review or Formal Review Appeal. By an Assured Trainer or Assured Assessor by an Assured Provider they currently Sponsor, Sub-Sponsor or previously Sponsored (including sub sponsored) at the time of the alleged breach.
- 4.18.** Any allegation of a breach of the RTAS Rules which is found to be false and is determined as part of a Formal Review to have been made with malicious intent.

## **5. Investigating breaches of the RTAS Rules**

### **5.1. Reporting an alleged breach of the RTAS Rules**

- 5.1.1.** Where an Individual observes any alleged breach of the RTAS Rules they shall report this event either to their Assured Provider, the Assurance Organisation, or anonymously to Network Rail through the whistle-blowing process, making use of the systems available.
- 5.1.2.** Where Network Rail receives notification of an alleged breach of the RTAS Rules by an Individual, Network Rail will contact the Assurance Organisation who will undertake a Formal Review of the allegations with the Assured Provider.
- 5.1.3.** Where Network Rail or the Assurance Organisation receives notification of an allegation that an Assured Provider is in breach of the RTAS Rules, the Assurance Organisation will notify the Assured Provider if a Formal Review is to be instigated.
- 5.1.4.** Network Rail shall monitor the progress of the Formal Review on a weekly basis and agree or instruct amendments to recommended resulting outcomes, in accordance with the RTAS Formal Review Outcome guidelines set out in **5.10 RTAS Formal Review Outcome Guidelines** and applying

RTAS Rules V1.0  
This document is the property of Network Rail. It shall not be produced in whole or part, nor disclosed to a third party without the written permission of Network Rail.  
Uncontrolled copy once printed from its electronic source. Published and Issued by Network Rail, 2<sup>nd</sup> Floor, One Eversholt Street, London, NW1 2DN.  
© Copyright 2018 Network Rail

Page 31 of 42

the Fair Culture Consequences Model that supports the Lifesaving Rules <sup>22</sup>.

## 5.2. Other investigations

- 5.2.1. Some breaches of the RTAS Rules will be investigated by outside parties; for example, theft or fraud may be investigated by the British Transport Police (BTP). Any conclusion or findings from such an investigation can be used as part of the Formal Review process (including a Formal Review Appeal).
- 5.2.2. Any conclusions in the Formal Review process (including a Formal Review Appeal) may also be used in proceedings outside the Formal Review or Formal Review Appeal process.

## 5.3. Formal Reviews

- 5.3.1. The Formal Review is carried out by the Assurance Organisation on behalf of Network Rail.
- 5.3.2. An Assured Provider, Assured Trainer, Assured Assessor and/or Individual who does not hold an Assured Position within the Assured Provider (as per 1.15) is required to cooperate fully with the Formal Review and to take action as and when requested by the Assurance Organisation.
- 5.3.3. Where an Assured Provider, Assured Trainer, Assured Assessor and/or an Individual who does not hold an Assured Position within the Assured Provider (as per 1.15) are asked to provide information to support the Formal Review, this must be provided within five (5) Days of the request from the Assurance Organisation, unless the Assured Provider, Assured Trainer, Assured Assessor and/or Individual can explain to the satisfaction of the Assurance Organisation why it cannot provide the information within five (5) Days. Where the Assurance Organisation is satisfied with the explanation provided, it will inform the Assured Provider, Assured Trainer, Assured Assessor and/or Individual of an alternative deadline for the provision of such documents and is recorded within minutes of the Formal Review weekly meeting.
- 5.3.4. Where the information requested is not provided (either within five (5) Days or any alternative deadline set by the Assurance Organisation), there will be a reminder request made by the Assurance Organisation. If the information is still not received within one (1) working day of the reminder request (or an alternative deadline if agreed with the Assurance Organisation), the Assurance Organisation may impose a temporary Suspension until the relevant information has been received as requested and in full to enable continuation of the Formal Review.
- 5.3.5. Where **additional** information is requested by the Assurance Organisation, this must be provided within the timescales and actions detailed in 5.3.3 and 5.3.4
- 5.3.6. Assured Providers, Assured Trainers, Assured Assessors and/or an Individual who does not hold an Assured Position within the Assured Provider (as per 1.15) may be required to attend a meeting with the Assurance Organisation as part of the Formal Review process upon receiving a request from the

<sup>22</sup> The Lifesaving rules can be found on Safety Central

Assurance Organisation.

- 5.3.7. The Formal Review panel shall convene and be chaired by Network Rail, on a weekly basis, subject to change, to review the progress of and information submitted involved within ongoing allegations and cases.
- 5.3.8. The Formal Review panel shall be made up of representatives from the Assurance Organisation and Network Rail, with reference to additional responsible team(s) and/or functions within Network Rail where required. There shall be a minimum of three (3) individuals on the panel.
- 5.3.9. Information submitted during the Formal Review will be submitted to the Formal Review panel and include recommendations for RTAS Formal Review outcomes. Recommendations will be reviewed and agreed and/or amendments instructed by the Formal Review panel chair
- 5.3.10. In most circumstances, the Assured Provider, Assured Trainer, Assured Assessor and/or Individual who does not hold an Assured Position within the Assured Provider (as per 1.15), will be advised of any RTAS Formal Review Outcome in writing within forty five (45) Days of the conclusion of the Formal Review.
- 5.3.11. Where the Formal Review Panel determine, the RTAS Formal Review outcome does **not** include suspension, the communication of this outcome shall be carried out by the Assurance Organisation.
- 5.3.12. Where the Formal Review Panel determine, the RTAS Formal Review outcome **does** include suspension, the communication of this outcome shall be carried out by Network Rail.
- 5.3.13. Where there is an RTAS Formal Review Outcome which includes the Suspension of an Assured Provider, the premises of the Assured Provider cannot be used to deliver any RTAS training and/or assessments.
- 5.3.14. Where there is an RTAS Formal Review Outcome which includes the Suspension of Assured Provider, Assured Trainer and/or Assured Assessor, this Suspension shall be reviewed on a Quarterly basis by the Assurance Organisation with reference to Network Rail and, if applicable to the Suspension, British Transport Police (BTP).
- 5.3.15. Quarterly Suspension reviews shall take account of any changes to circumstances and any new information received relating to the Suspension of an Assured Provider, Assured Trainer and/or Assured Assessor

#### 5.4. Other investigations

- 5.4.1. Network Rail may receive notification of a suspected or alleged breach of the RTAS Rules from a number of sources, including but not limited to:
  - 5.4.1.1. Investigations completed by Sponsors;
  - 5.4.1.2. Outside party investigations;
  - 5.4.1.3. Whistle-blowing events; or



#### 5.4.1.4. Accident or incident investigations.

- 5.4.2. These reports may be subject to a Formal Review and the Responsible Team within Network Rail may request that any allegations made against Individuals be investigated by the Assurance Organisation.

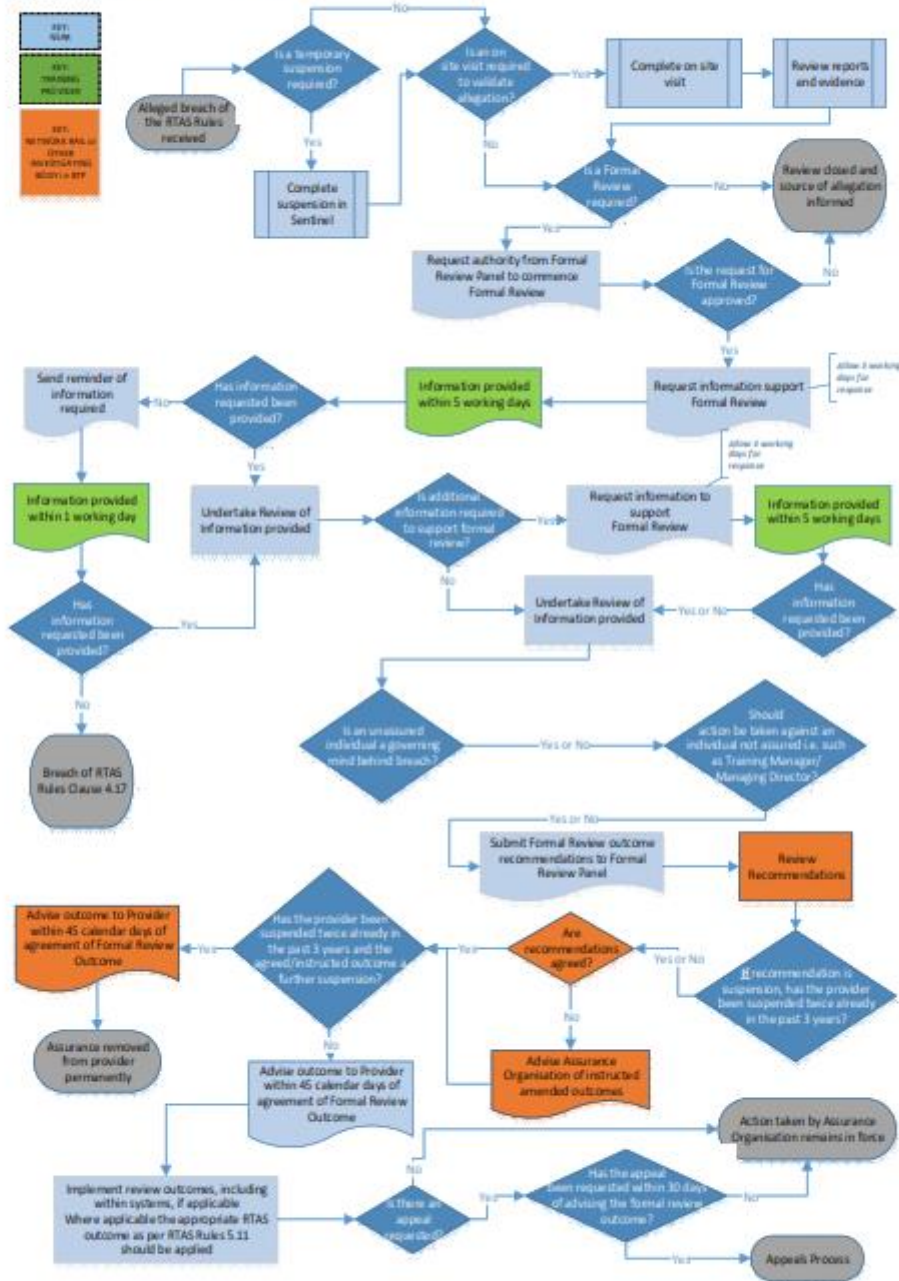
### 5.5. Formal Review Appeals and Hearings

- 5.5.1. Assured Providers, Assured Trainers, Assured Assessors and/or an Individual who does not hold an Assured Position within the Assured Provider (as per 1.15) can appeal an RTAS Formal Review Outcome where there is new evidence not presented at the Formal Review and/or mitigating circumstances and/or any other compelling reason which in the opinion of Network Rail justifies a Formal Review Appeal.
- 5.5.2. A Formal Review Appeal must be initiated by an Assured Provider, Assured Trainer, Assured Assessor and/or an Individual who does not hold an Assured Position within the Assured Provider (as per 1.15) by writing to the Training Verification Manager of Network Rail Training requesting an appeal of the RTAS Formal Review Outcome, within thirty (30) Days of the date of the letter notifying them of the RTAS Formal Review Outcome. The appeal request must outline the grounds of the appeal, including details of the new evidence not presented at the Formal Review and/or mitigating circumstances and/or any other compelling reason relied upon.
- 5.5.3. In most circumstances, within 30 days of receiving the Formal Review Appeal request, Network Rail will write to the appellant setting out the next steps in the Formal Review Appeal. This may include information on the composition of the Formal Review Appeal panel and Directions leading up the Formal Review Appeal Hearing.
- 5.5.4. In most circumstances the Formal Review Appeal will request information from the Assured party and the Assurance Organisation in the form of Directions. In addition, the information submitted following the Directions will be shared between parties and a response to the Directions will be invited and the agreed timescales included.
- 5.5.5. The appellant will be invited to attend a Formal Appeal Hearing (and may be accompanied by a representative (see 5.5.6) if so desired) which will be chaired by a senior manager of Network Rail who has not previously been involved in the matter. There shall be a minimum of three (3) individuals on the Formal Review Appeal Hearing panel.
- 5.5.6. The appellant may be accompanied at the appeal meeting by a representative or a colleague who is directly employed by the organisation<sup>23</sup> or their Trade Union Representative.
- 5.5.7. All information submitted both by Direction and in response to Directions, will form the basis of the Formal Review Appeal Hearing. In most circumstances, after the Formal Review Appeal Hearing the appellant will be notified of the decision of the Formal Review Appeal Panel in writing within thirty (30) Days of the hearing date.

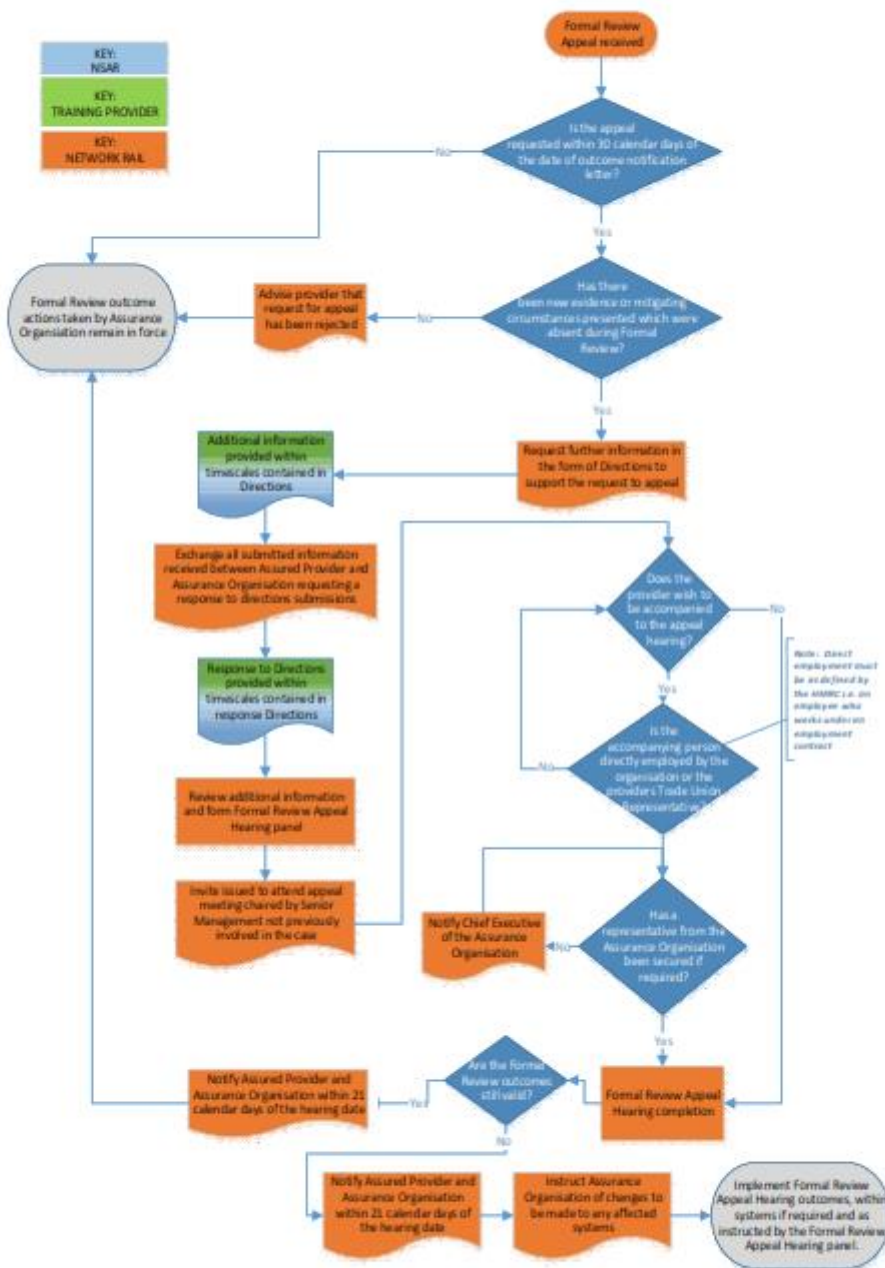
<sup>23</sup> An 'employee' is as defined by the HMRC definition of employed person (i.e. an employee who works under an employment contract).

- 5.5.8. Where there is an outcome of Suspension of an Assured Provider following a Formal Review Outcome or Formal Review Appeal Hearing, their premises cannot be used to deliver any RTAS training and/or assessment.

## 5.6. RTAS Formal Review Process

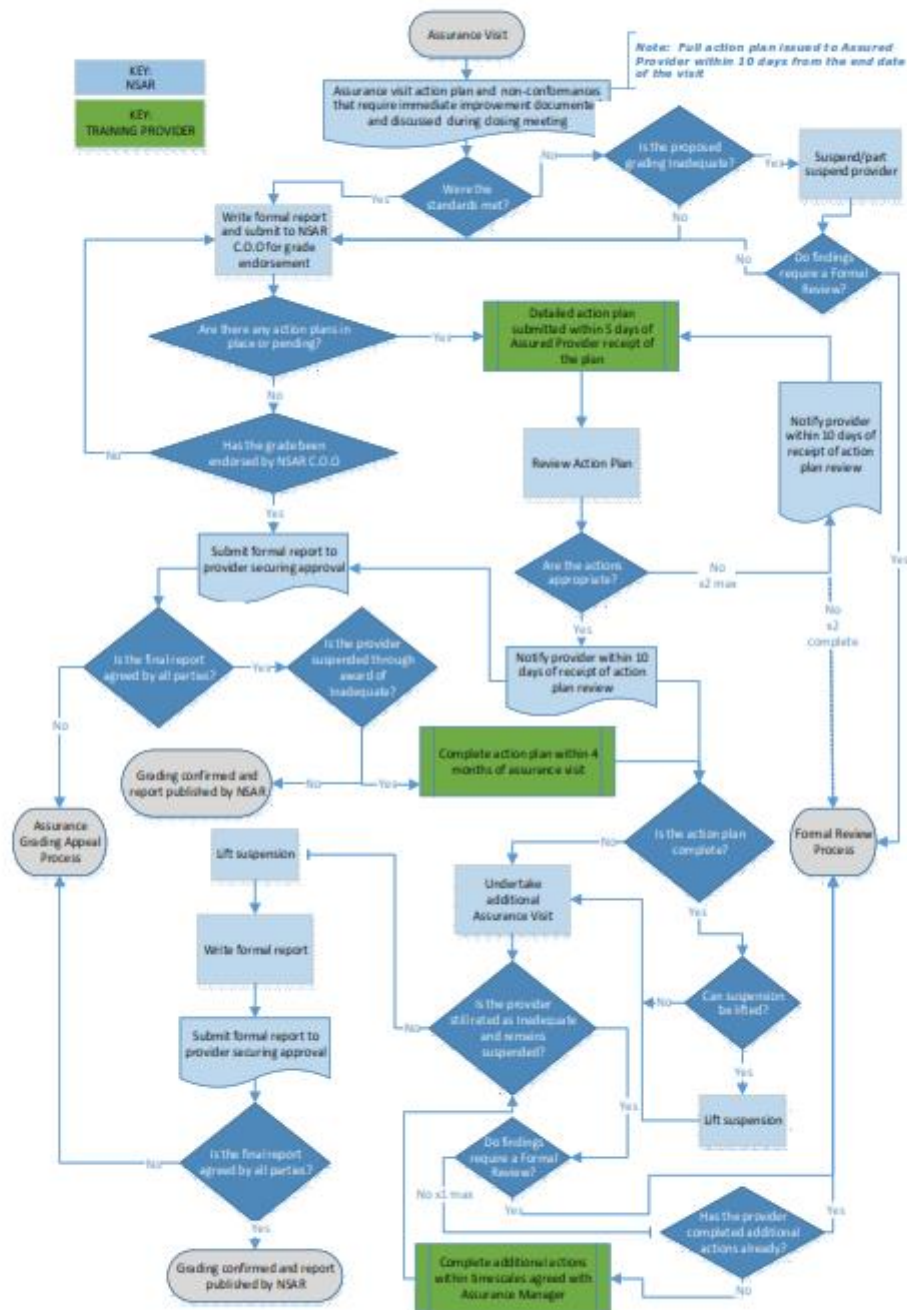


## 5.7. Formal Review Appeals and Hearing Process



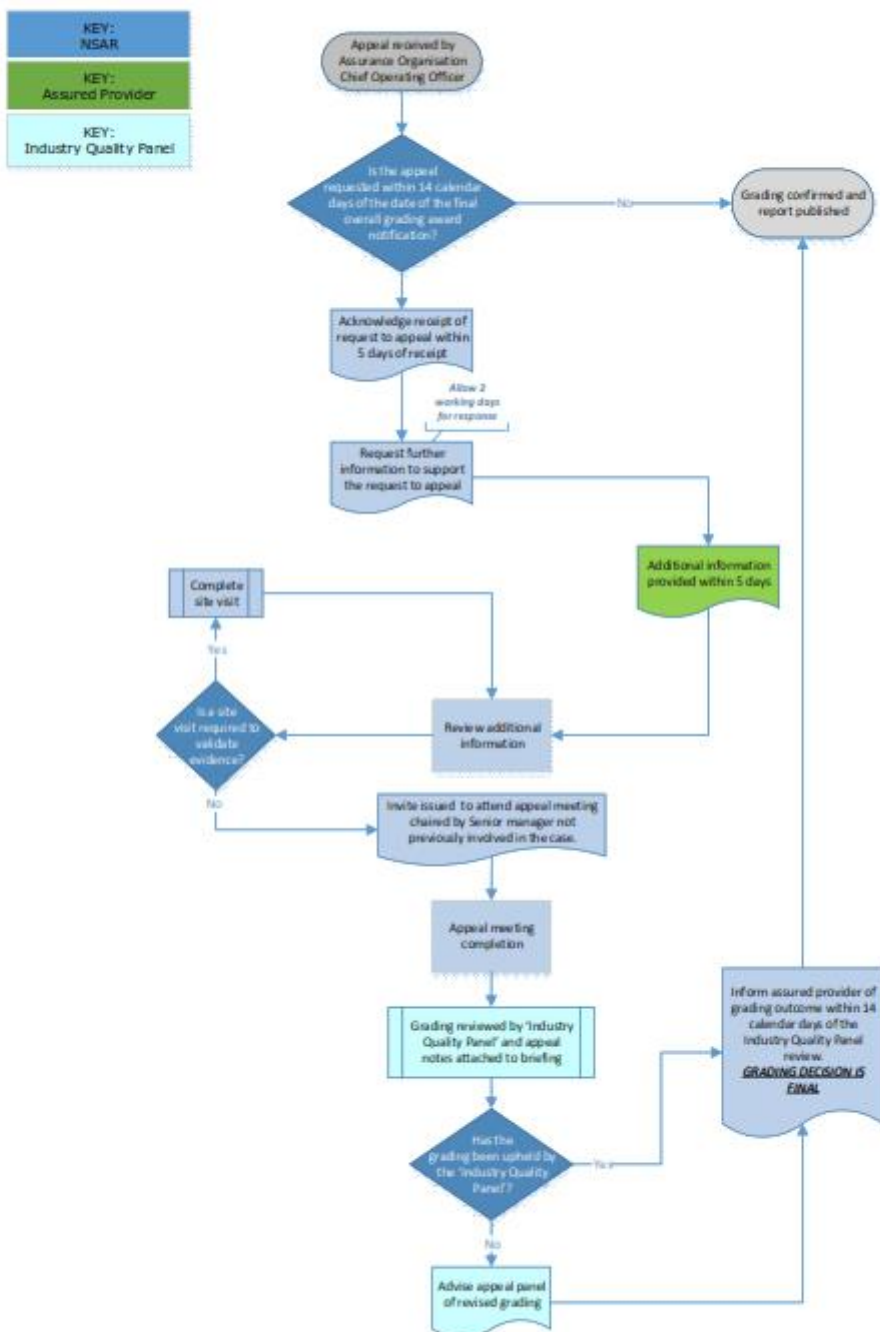


## 5.8. Assurance Visit Process





## 5.9. Assurance Visit Grading Appeal Process



#### 5.10. RTAS Formal Review Outcome Guidelines

Suspension Duration (Years)	<1	1	2	3	4	5	Permanent Ban
Event	Action				Action		Sabotage or malicious intention
	Disciplinary Action including suspension (<1-4 years)				Suspension (4-5 years)		
	Provider management sytems - contravention				Reckless contravention		
Breach of RTAS Rules	Mistake	Breach		Multiple Occurrence Breach and/or Deliberate Breach			
					Multiple Occurrence Breach and/or Deliberate Breach with knowledge of Guiding Mind		
Theft, fraud or falsification			Breach	With knowledge of Management and/or Guiding Mind	Multiple Occurrence Breach and/or Deliberate Breach		
						Multiple Occurrence Breach and/or Deliberate Breach with knowledge of Guiding Mind	
Infringement of Health and Safety Rules	Mistake	Breach		Multiple Occurrence Breach and/or Deliberate Breach			
					Multiple Occurrence Breach and/or Deliberate Breach with knowledge of Guiding Mind		
Negligence leading to loss or injury			Breach	With knowledge of Management and/or Guiding Mind	Multiple Occurrence Breach and/or Deliberate Breach		
						Multiple Occurrence Breach and/or Deliberate Breach with knowledge of Guiding Mind	
Deliberate damage				With knowledge of Management and/or Guiding Mind	Multiple Occurrence Breach and/or Deliberate Breach		
						Multiple Occurrence Breach and/or Deliberate Breach with knowledge of Guiding Mind	

RTAS Rules V1.0  
This document is the property of Network Rail. It shall not be produced in whole or part, nor disclosed to a third party without the written permission of Network Rail.  
Uncontrolled copy once printed from its electronic source. Published and issued by Network Rail, 2<sup>nd</sup> Floor, One Eversholt Street, London, NW1 2DN.  
© Copyright 2018 Network Rail

Page 40 of 42

## 6. RTAS Assurance Arrangements

### 6.1. Initial Application

For an organisation to become an Assured Provider, they should first apply to the Assurance Organisation.

### 6.2. Assurance Organisation Process

- 6.2.1. The Assurance Organisation is responsible for ensuring that the Assured Provider, Assured Trainer, Assured Assessor and/or Individual who does not hold an Assured position within the Assured Provider (as per [1.15](#)) meet the specific requirements of Network Rail under the RTAS Rules, and other Network Rail policies, standards, procedures and materials.
- 6.2.2. Network Rail will support this process by having independent Assurance Visits of training centres undertaken by the Assurance Organisation.

### 6.3. Assurance of the Assurance Organisation

- 6.3.1. The Assurance Organisation is responsible for ensuring they have systems in place to monitor the quality and impartiality of any Assurance Managers and conduct regular reviews of their internal processes.
- 6.3.2. Arrangements relating to monitoring, measuring and reporting, including Assurance Visits, are made by the Assurance Organisation to validate and verify that the RTAS Rules are being adhered to.

### 6.4. Unannounced Assurance Visits

- 6.4.1. An Unannounced Assurance Visit can take place under the following circumstances:
  - 6.4.1.1. Following a Formal Review and/or investigation;
  - 6.4.1.2. Following allegations of any breach of the RTAS Rules;
  - 6.4.1.3. Following a full Assurance Visit to monitor progress of completion of Action Plans;
  - 6.4.1.4. Where the Assurance Organisation has grounds to suspect the integrity of evidence; and/or
  - 6.4.1.5. Any other reason which in the opinion of the Assurance Organisation justifies an Unannounced Assurance Visit.
- 6.4.2. The purpose of an Assurance Visit is to validate and verify that the training and/or assessments delivered and the supporting documentation and administrative procedures used by the Assured Provider are in accordance with the RTAS, the RTAS Rules and the Quality Assurance Framework.
- 6.4.3. Failure to co-operate with the Assurance Organisation in relation to, or in the course of, an Assurance Visit may result in the Assured Provider or an individual being temporarily suspended from delivering any Network Rail approved training course or assessment covered by the RTAS. The Formal Review Panel will review the temporary Suspension within seven (7)

---

Days of the Assurance Organisation Suspension decision and either uphold or lift the temporary Suspension.

- 6.4.4. If the Assured Provider has not met the requirements of the Assurance Visit and/or the RTAS Rules and is suspended, they shall be notified of the non-conformances that require immediate improvement, during the close out meeting of the Assurance Visit. Other areas which will complete the content of the required Action Plan will be communicated by the Assurance Organisation within ten (10) Days from the end date of the visit.
- 6.4.5. Assured Providers that have been issued with an Action Plan from the Assurance Organisation shall populate and return the agreed action plan to the Assurance Organisation within five (5) Days of receipt. The Action Plan shall clearly state how the Assured Provider intends to close out the non-conformance(s) and the timescales for their closure. The Action Plan shall be reviewed by the Assurance Manager(s) to confirm that the actions proposed are acceptable. Should the proposed actions for close out of the non-conformances not be acceptable, the Assured Provider will be notified and further action will be required by the Assured Provider to conclude the process.

## APPENDIX 17

### On-site and Off-site Resource Further Details

#### Resource plan

	Role	FTE	Alignments	Location
On-site	Service Director	1	HR, SR Heads, Procurement	MPS 25% TfL 45% Other 30%
	Account Manager (TfL)	3	HR, SR Heads, HMs	TfL 100%
	Account Manager (MPS)	1	HR, SR Heads, HMs	MPS 100%
	Account Manager (Other SRs)	1	HR, SR Heads, HMs	LFC 16.6% MOPAC 16.6% LLDC 16.6% OPDC 16.6% LFB 16.6% GLA 16.6%
	Talent Pool Team Leader	1	SR Heads, HMs	MPS 25% TfL 45% Other 30%
	Talent Marketing Specialists	4	HMs, Candidates	MPS 25% TfL 45% Other 30%
	Recruitment Business Partners	9	HMs, Candidates	MPS 25% TfL 50% Other 25%
Off-site	Talent Acquisition Specialists	12	HMs, Candidates	London
	Talent Engagement Lead/Specialists	4	HMs, Candidates	London
	Account Coordinators	4	HMs, Suppliers	London
	HSQE Lead	1	HMs, Candidates, Suppliers	London
	Technology Manager	1	HMs	London
	Supplier Engagement Manager	1	HMs, Suppliers	London

