

GREAT WESTERN RAILWAY

MANAGEMENT COLLECTIVE BARGAINING AGREEMENT

PARTIES

- 1 The parties to this Agreement are First Greater Western Ltd (hereafter known as the Company) on the first part and the Transport Salaried Staffs' Association (TSSA) (hereafter known as the Union) on the second part.

OBJECT

2 The object of this Agreement is to provide a procedural framework for collective bargaining and joint consultation in the mutual interest of the Company and the Management (MS grades) as defined by Annex B1 and C1 through a representative system.

- 3 All parties to this Agreement commit to adopting a joint problem solving approach with the specific aim of solving issues at the lowest possible level and at the earliest opportunity.
- 4 This Agreement recognises the Company's right to manage the organisation and the Union's right to represent its members.
- 5 This Agreement as between the parties is not intended to be legally binding.

SCOPE

- 6 Management (MS Grades) as defined by Annex B1 and C1 shall be within the scope of the collective bargaining machinery established by this Agreement. It is important to note that this does not include all Management grades within the company. Representation for those covered in Annex B1 and C1 will be at Company Council, Management Divisional Council (MDC) and at Local Divisional Council level. Any reference to Management or MS grades within this document refers to those specific groupings of Managers as defined by Annex B1 and C1.
- 7 For the avoidance of doubt this agreement will replace, as between the company and the union, the provisions of the Train Service Delivery Department & Rostering and Resources Collective Bargaining Agreement dated 7th February 2022.

JOINT RESPONSIBILITIES

- 8 The parties to this Agreement accept that they have a joint responsibility to ensure that the acceptance of proposals is not unreasonably withheld and, once questions or matters have been settled, to take all reasonable steps to ensure their successful implementation.
- 9 They further accept that differences and disputes will be dealt with by way of the appropriate agreed procedures. No form of industrial action will be taken until procedures have been exhausted.
- 10 The Union will not afford any form of support for unofficial industrial action, either contemplated or initiated, by any of its members; every endeavour will be made by the Company and the Union to resolve matters through the procedures contained in this Agreement.

GENERAL PRINCIPLES

- 10 The collective bargaining machinery and procedures established by this Agreement are founded upon the following principles:
 - The processes of collective bargaining, negotiation and joint consultation must add value to the Company and they must contribute to the achievement of business objectives;
 - The collective machinery must support the Company's efforts to instil in its people an emphasis on the customer, both internal and external;
 - Decision-making authority must rest at the lowest level appropriate to the subject matter in question;
 - Colleagues are to be treated first and foremost as people with individual needs and expectations. The Company's objective is to build on its reputation for being a good employer that values its people for the contribution that they make to the well-being and future progress of its business. Collective machineries must allow the development of practices which are in line with the value which the Company places on its colleagues;
 - The processes of collective bargaining, negotiation and joint consultation rest upon the concept of mutuality within the machinery and procedures established by this Agreement. Mutuality will be underpinned by joint regulation of those questions appropriate for negotiation and by co-operation through discussion on those matters appropriate for consultation. The aim is to develop mutual trust between the Company and its colleagues;
 - The collective machinery is an important channel through which MS grades have an opportunity to participate in and be consulted upon questions and matters concerning their employment.
- 11 In pursuance of these principles and as a contribution to colleague involvement and participation through the process of collective

bargaining, negotiation and joint consultation, the general collective bargaining machinery established by this Agreement:

- Provides for representation for the MS grades.
- Provides for representation at appropriate levels, i.e. Company, Divisional and Local;
- Deals with collective issues only. Issues involving individual colleagues will be dealt with under the separate Individual Grievance Procedure;
- Provides the means for issues to be resolved as speedily as possible at the lowest level possible. Company wide issues will be dealt with at Company Council. Issues relating to the MS Grades will be dealt with through Avoidance of Disputes Procedure and may not be referred to a higher level.

THE COLLECTIVE BARGAINING MACHINERY

12 The collective bargaining machinery established by this Agreement shall comprise of the following bodies, the constitutions of which are set out in the specified Appendices to this Agreement:

- Company Council – Appendix A
- Management Divisional Council – Appendix B
- Local Divisional Council – Appendix 'C'

13 The Management Divisional Council shall establish arrangements for local representation, such arrangements to be based upon the general principles of this Agreement. Constituencies for local representation are set out in Annex 'C1' to this Agreement.

14 The parties to this Agreement may, by joint agreement, vary its constitution, provided that the varied constitutional arrangements are based upon the general principles of this Agreement.

INTERPRETATION

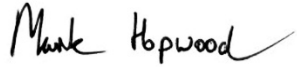
15 Questions of interpretation of substantive agreements reached within the collective bargaining machinery established by this Agreement shall be referred to and dealt with by the parties to the substantive agreement in question.

DURATION

16 This Agreement shall take effect on 14 November 2025.

17 The parties to this Agreement may, by joint agreement, amend it in such ways as they think fit at any time.

- 18 From the date of signing the agreement it will last a minimum of 2 years, after that point either party may terminate this agreement by giving twelve months' notice in writing to the other party. During the period of this notice, the Agreement will still apply



Signed : Mark Hopwood
On behalf of First Greater Western Ltd



Signed: Alan Valentine
On behalf of the Transport Salaried
Staffs' Association

Appendix A

COMPANY COUNCIL

TITLE:

1. Company Council

ARRANGEMENTS:

2. At the time of signing there will be 2 representative seats representing the management grades.
3. It is acknowledged by all parties that any future agreement reached in respect of Company Council arrangements shall be incorporated into this procedure.

Appendix B

MANAGEMENT DIVISIONAL COUNCIL

TITLE

- 1 Management Divisional Council (MDC).

SCOPE

- 2 All Management (MS Grades) as defined by Annex B1 and C1. shall be within the scope of the Divisional Council.

MEMBERSHIP

- 3 The Employer's representatives shall be appointed by the Company.
- 4 The Colleagues' representatives shall be appointed by the Union. Representative Seats on the MDC are outlined in Annex B1 which lays out the constituencies and number of representatives.
- 5 Candidates for election as MDC representatives must:
 - (i) Have a minimum of six months' service with the Company.
 - (ii) Be currently working within the constituency in question.
 - (iii) Be a member of the Union.
 - (iv) Be supported by not less than six nominators from within the relevant constituency as outlined in annex B1 .
- 6 The Union will advise the Company of the appointee as the Colleagues Representative.
- 7 The period of office of the Colleagues' representative will be three years, but they may be re-elected.
- 8 Managers elected as Divisional Council representatives may also hold the office of Local Staff Representative.
- 9 Casual vacancies will be filled under the arrangements specified in Clause 5. A representative elected to fill a casual vacancy will hold office for the remainder of the period for which his/her predecessor was appointed.
- 10 In the event of the long-term absence of a Colleagues' Representative, the office may be covered by co-option. The person co-opted shall not hold office for longer than the remainder of the period for which the office holder was appointed. Those appointed or co-opted under these provisions shall meet the requirements set out in Clause 5.

PURPOSE

- 11 The purpose of the Management Divisional Council (MDC) shall be to:
- a) Implement agreements reached by the MDC
 - b) Implement agreements reached at Company Council that are applicable to the MDC (MS grades),
 - c) Discuss matters as detailed in the following sections 12 and 13 affecting colleagues within the scope of the MDC.
 - d) To remit to local level agreements for implementation (by agreement)
- 12 The following questions for negotiation are within the purpose of the MDC:
- a) Pay, including grade structures, remuneration systems and terms and conditions relating to pay
 - b) Working hours, including rosters and link working
 - c) Annual leave
 - d) Promotion, Transfer, Redundancy and Resettlement arrangements affecting colleagues within the scope of the MDC
 - e) Changes to the “Terms of Reference for Management Divisional Council and Local Divisional Council meetings.” As long as a member of GWR HR team and the relevant TSSA Full time Official is present in the meeting and that there is mutual agreement.
 - f) To deal, through the avoidance of disputes procedure, with failures to agree on collective questions recorded at local level. (see point 12, page 13)
 - g) Agree and review Local Staff Representative constituencies as appropriate.

Agreements reached at this level can be remitted to local level for implementation.

- 13 The following questions for consultation may be within the purpose of the MDC:
- a) Reorganisation arrangements affecting colleagues within the scope of the MDC
 - b) Changes in working practices directly affecting colleagues within the scope of the MDC
 - c) The local effects of wider reorganisations affecting colleagues within the scope of the MDC
 - d) Local performance and business developments affecting colleagues within the scope of the MDC
 - e) Accommodation and welfare arrangements affecting colleagues within the scope of the MDC

CONDUCT OF BUSINESS

- 14 Issues of companywide relevance shall be discussed at Company Council.
- 15 The issues that can be discussed under Clauses 11, 12 and 13 shall be determined and finalised by the MDC. No such questions shall be referred to the Company Council. The Procedure is exhausted once negotiations and discussions within the MDC have concluded. However, this does not preclude further discussions between the functional manager or the appropriate Director of the Company and a full-time paid trade union official to consider what other steps might assist resolution of questions upon which there has been a failure to agree.
- 16 The MDC will only come together for matters and questions, which collectively affect colleagues within the scope of the MDC as outlined in previous sections 11, 12 and 13. In certain circumstances ordinary members or local representatives might be able to be co-opted to assist the MDC representatives.
- 17 Grievances of a collective nature will not be eligible for discussion through the individual grievance procedure; such cases are to be handled through the collective bargaining procedure. If at any stage while considering a question under the grievance procedure it becomes apparent that the question is one of a collective application, it shall no longer be considered under the grievance procedure but shall be referred to the collective bargaining procedure.
- 18 The Colleagues' Representative may be assisted by an appropriate full time paid Union official:
 - (i) If they so request; or
 - (ii) If an Employer's representative so requests: or
 - (iii) If the Union so requests
- 19 If the appropriate full time paid Union official is unable to attend a pre-arranged meeting and wishes to send a deputy, this must be agreed in advance by the Company and the Colleagues' Representative of the MDC.

MANAGEMENT DIVISIONAL COUNCIL MEETINGS

20

How Management Divisional Council meetings run will be subject to a separate agreed "Terms of Reference for Management Divisional Council and Local Divisional Council meetings". The purpose of that document is to capture how meetings will work in practice for instance in terms of how often meetings will occur. This document is negotiable and can only be amended subject to agreement of representatives of both GWR and TSSA at a Management

Divisional Council meeting. For an agreed change to this document to be valid, representatives of GWR HR and the Lead TSSA Organiser that has responsibility for GWR need to attend the relevant meeting. Any agreed changes will lead to a new version of the document being shared to all representatives of the Management Divisional Council on the Management and Staff side including the relevant HR and Full-time officer.

FACILITIES & REPRESENTATIVE RELEASE ARRANGEMENTS

- 21 Normally, those facilities (such as accommodation for meetings, access to telephone and notice boards) which are necessary for colleague representatives to perform their duties efficiently are given when requested. The use of office facilities is also normally made available where justified. Where the volume of a representatives work justifies it, reasonable use will be allowed of the Company's typing and copying facilities for the pursuance of industrial relations business provided that:
- a) appropriate authority is obtained
 - b) the Company's business takes precedence
 - c) stationary is provided by the trades unions
- Notice board facilities for the use of the trades unions will be provided in accordance with local arrangements.
- 22 The existing GWR Procedure Agreement 5 will apply regarding facilities and representative release arrangements. Should Procedure Agreement 5 be revised in the future, these revised arrangements would apply unless other arrangements are specifically agreed at that time.

Access to staff

- 23 Facilities will be afforded to Representatives to attend a slot at company inductions to introduce new colleagues to the benefits of Joining TSSA. This facility will be extended to speaking to any colleagues within the bargaining unit for the purposes of explaining the benefits of joining TSSA.

AVOIDANCE OF DISPUTES

Local Avoidance of Disputes

- 24 In the event of differences of a collective nature which are not settled between local managers and local representatives at the level directly concerned, the procedure set out below shall apply
25. Following a recorded failure to agree at the local level either the Employer's or the Colleagues' representatives may refer the question within 7 days to the Management and Staff side Secretary of the Management Divisional Council.
26. The question will be referred for discussion between the functional manager and the Divisional Council Colleagues' representatives for the

constituency / constituencies concerned. Alternatively, the Divisional Council may establish a panel of equal numbers of Employer and Colleague representatives, not to exceed three on each side, for this purpose or is referred to the next MDC meeting.

27. These discussions will normally take place within 14 days of the reference having been made to the Secretaries unless it is agreed to refer it to the next MDC meeting. If considered appropriate, the question may be referred back to local level for further discussion.

MDC Avoidance of Disputes

- 28 In the event of differences of a collective nature which are not settled at MDC, the procedure set out below shall apply;
- 29 Following a recorded failure to agree at the MDC the Colleagues' representative or the Union's Full Time Officer may write to the Company representative outlining the issue.
- 30 Discussions will take place between the appropriate Director of the Company and a full-time paid Union official to consider what other steps might assist resolution. Both parties are able to bring a supporting attendee to the discussion along with HR and a notetaker present.
- 31 These discussions will normally take place within 14 days of the request having been made to the Company. If considered appropriate, the question may be referred back to the MDC for further discussion.
- 32 If these discussions fail to settle the difference the procedure is exhausted. However, this does not preclude further discussions between the functional manager or the appropriate Director of the Company and a full-time paid Union official to consider what other steps might assist resolution.

HEALTH AND SAFETY

- 33 Colleagues covered by this recognition agreement will be able to stand to be Health & Safety Representatives in accordance with the Health and Safety at Work Procedure 2.

Annex B1

GWR MANAGEMENT DIVISIONAL COUNCIL (MDC) REPRESENTATION ARRANGEMENTS

The below table outlines the relevant constituencies, which roles are represented by collective bargaining and the number of TSSA representatives at MDC level who will represent those constituencies:

CONSTITUENCY	JOB TITLES REPRESENTED	NUMBER OF TSSA REPRESENTATIVES
TRAIN SERVICE DELIVERY (TSD) INCLUDING PERFORMANCE STRATEGY	Delay Attribution Manager, Delay Team Leaders (level 2), Delay Attributors (Level 1), Strategic Operations Manager, Systems Manager, Train Service Delivery Managers, Incident Managers, Duty Service Delivery Managers, Train Service Managers, Fleet Operations Controllers, Customer Experience Managers, Customer Information Coordinators.	1
NETWORK DELIVERY AND PERFORMANCE IMPROVEMENT - OUTBASED	Operations Delivery Manager, Lead Area Operations Managers, Area Operations Managers, Operational Resource Assistants, Train Running Support Controllers	1
ROSTERING AND RESOURCES	Crew Delivery Team Leaders, Crew Delivery Managers, Roster Managers, Train Crew Analysts, Systems Process Manager, Training Release Manager, Training Release Coordinator.	1
DRIVER MANAGEMENT	Driver Depot Managers, Driver Standards Managers, Team Interface Managers, Driver Competence Specialists	1
DRIVER LEARNING MANAGEMENT	Driver Training Capability Managers, Driver Training Implementation Manager, Driver Training Interface Managers, Driver Learning Team Managers (Sometimes referred to as DLM Team Leaders), Driver Learning Managers, and Driver Academy Manager	1
CUSTOMER SERVICE	Lead Customer Service Manager (previously known as Senior Customer Ambassador), Customer Service Manager (previously known as Customer Ambassadors)	1

*if Job titles change in the future they will still be covered by this Annex and collective bargaining procedure

Appendix C Local Divisional Councils

ARRANGEMENTS FOR LOCAL REPRESENTATION

GENERAL PRINCIPLE

1. The general principle underlying the machinery is that matters and questions should be discussed and decided at the most local level possible.

REPRESENTATION

2. Local representatives will be elected for constituencies based on groupings as determined in Appendix C1

ELECTIONS

5. Candidates for election as local representatives must:
 - (i) Have a minimum of six months' service with the Company.
 - (ii) Be currently working within the constituency in question.
 - (iii) Be a member of the union
 - (iv) Be supported by not less than six nominators from within the constituency in question,
6. Any colleague who satisfies the requirements of 5(i), (ii) and (iii) will be qualified to nominate a candidate for election as a local representative.
7. Elections will be organised and run by the Union
8. The period of office of local representatives will be three years, but they may be re-elected. Wherever possible, terms of office will be staggered to ensure continuity of representation.

9. Casual vacancies will be filled under the arrangements specified in paragraphs 5 to 7. A representative elected to fill a casual vacancy will hold office for the remainder of the period for which his/her predecessor was appointed. In the event of the long-term absence of a representative, the office may be covered by co-option: the person co-opted shall not hold office for longer than the remainder of the period for which the office holder was appointed. Those appointed under these provisions shall meet the requirements set out in paragraph 5. Those co-opted shall meet the qualifications set out in paragraphs 5(i) to (iii).

PURPOSE

10. The questions for negotiation between local representatives and the local manager shall be:
 - a) The arrangement of working hours, leave, rosters, link working, local allowances including travelling time and walking time allowances.
 - b) Application of agreements reached at other levels within the collective bargaining machinery.
11. Matters for consultation between local representatives and the local manager may include:
 - a) Local performance and business developments.
 - b) Revised working methods, practices and arrangements.
 - c) Re-organisations within the area of local managerial control; the local effects of wider reorganisations.
 - d) Accommodation and welfare arrangements
 - e) Local arrangements for implementing Company franchise obligations
12. A question under paragraphs 10 & 11 which are unresolved at local level may be referred to the Secretary of the Divisional Council by the local manager and/or local representatives, provided it has not already been discussed at that level.
13. A matter of concern to an individual colleague shall not be raised through this procedure but through discussion with their line manager. If, however, this is not suitable (for whatever reason) then the individual grievance procedure may be used. Local matters of a collective nature will be raised through the local divisional council.

LOCAL DIVISIONAL COUNCIL MEETINGS

How Local Divisional Council meetings run will be subject to a separate agreed "Terms of Reference for Management Divisional Council and Local Divisional Council meetings". The purpose of that document is to capture how meetings will work in practice for instance in terms of how often meetings will occur. This document is negotiable and can only be amended subject to agreement of representatives of both GWR and TSSA at a Management Divisional Council meeting. For an agreed change to this document to be valid, representatives of

GWR HR and the Lead TSSA Organiser that has responsibility for GWR need to attend the relevant meeting. Any agreed changes will lead to a new version of the document being shared to all representatives of the Management Divisional Council on the Management and Staff side including the relevant HR and Full-time officer.

LOCAL DIVISIONAL COUNCIL (LDC) REPRESENTATION

The below table outlines the relevant constituencies, which roles are represented by collective bargaining and the number of TSSA representatives at LDC level who will represent those constituencies:

CONSTITUENCY	JOB TITLES REPRESENTED	NUMBER OF TSSA REPRESENTATIVES
TRAIN SERVICE DELIVERY (TSD) INCLUDING PERFORMANCE STRATEGY	Delay Attribution Manager, Delay Team Leaders (level 2), Delay Attributors (Level 1), Strategic Operations Manager, Systems Manager, Train Service Delivery Managers, Incident Managers, Duty Service Delivery Managers, Train Service Managers, Fleet Operations Controllers, Customer Experience Managers, Customer Information Coordinators.	3
NETWORK DELIVERY AND PERFORMANCE IMPROVEMENT - OUTBASED	Operations Delivery Manager, Lead Area Operations Managers, Area Operations Managers, Operational Resource Assistants, Train Running Support Controllers	2
ROSTERING AND RESOURCES	Crew Delivery Team Leaders, Crew Delivery Managers, Roster Managers, Train Crew Analysts, Systems Process Manager, Training Release Manager, Training Release Coordinator.	2
DRIVER MANAGEMENT (INC LEARNING MANAGEMENT)	Driver Depot Managers, Driver Standards Managers, Team Interface Managers, Driver Competence Specialists. Driver Training Capability Managers, Driver Training Implementation Manager, Driver Training Interface Managers, Driver Learning Team Managers (Sometimes referred to as DLM Team Leaders), Driver Learning Managers, and Driver Academy Manager	4
CUSTOMER SERVICE	Lead Customer Service Manager (previously known as Senior Customer Ambassador), Customer Service Manager (previously known as Customer Ambassadors)	2

*if Job titles change in the future they will still be covered by this Annex and collective bargaining procedure

TERMS OF REFERENCE FOR MANAGEMENT DIVISIONAL COUNCIL AND LOCAL DIVISIONAL COUNCIL MEETINGS

PURPOSE

The purpose of this document is to capture how meetings will work in practice for instance in terms of how often meetings will occur. This document is negotiable and can only be amended subject to agreement of representatives of both GWR and TSSA at a Management Divisional Council meeting. For an agreed change to this document to be valid, representatives of GWR HR and the Lead TSSA Organiser that has responsibility for GWR need to attend the relevant meeting. Any agreed changes will lead to a new version of the document being shared to all representatives of the Management Divisional Council on the management and staff side including the relevant Hr and Full time officer.

MANAGEMENT DIVISIONAL COUNCIL (MDC) MEETINGS

- 1 MDC meetings will take place on a quarterly basis, four times a year. Where possible, individuals may be able to request to attend virtually with the potential for meetings to be held in a hybrid fashion i.e. combined face to face and virtual. Both sides will seek to facilitate such requests where possible.

Staff side meetings will usually be held 1 to 2 weeks in advance of the MDC meeting, local representatives will be able to attend these staff side meetings to ensure that MDC representatives are fully apprised of any issues.

- 2 The Company Chairperson and Secretary of the MDC will be appointed by the Company.
- 3 The Staff Side Chairperson and Secretary of the MDC will be appointed from amongst the elected Colleagues' representatives for the MDC.
- 4 An agenda will be agreed between the Management Side Secretary of MDC and the Colleagues' Representative and circulated normally at least seven days prior to each meeting. Agreed minutes will be issued as soon as practicable after each meeting and normally within 4 weeks.
- 5 Both parties, recognise there may be times when they cannot agree, however relations and dialogue between the Company and Union representative should always be conducted in a professional and respectful manner.

- 6 MDC business could be conducted between the Exec grade manager and the Colleagues' representatives for the constituency concerned. Agreements reached by this means will conclude questions as if they were an agreement of the full MDC. Similarly, matters discussed by this means will be concluded as if they were discussions of the full MDC. Such meetings are additional to the Full MDC meetings described in Clause 18 and will not replace them.

LOCAL DIVISIONAL COUNCIL MEETINGS

MEETINGS

- 7 Meetings between local representatives and the local manager will take place quarterly, scheduled in between Management Divisional Council meetings and timetable agreed for the year once the MDC dates for the year are known. Timings should factor in consideration for local minutes to be received in advance of MDC meetings, in case anything needs escalated.

Extra ordinary meetings can be requested by the management or the union as and when necessary and if agreed will normally be arranged within fourteen days of a request for a meeting unless otherwise agreed.

- 8 There will normally be a minimum of two staff side representatives at any meeting, unless circumstances preclude this, Co-option arrangements may also be used where this is not possible. It is important to seek agreement to meeting arrangements and representation so that there is no potential for concerns to be raised.
- 9 Agreed minutes will be issued as soon as practicable after each meeting and normally within 4 weeks of the meeting but must be received at least 2 weeks before the next scheduled MDC.
- 10 Where there are issues that span more than one local constituency there can be the facility to arrange meetings of local representatives from those relevant constituencies. The representatives concerned will meet the appropriate local managers. The facility for staff side time will be granted to prepare for such a meeting.