

PROCEDURE AGREEMENT 1

General Collective Bargaining Southeastern

Parties

1. The parties to this Agreement are Southeastern on the first part and the Trades Unions (the Associated Society of Locomotive Engineers and Firemen, the National Union of Rail, Maritime and Transport Workers and the Transport Salaried Staffs' Association) 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 interest of Southeastern and its employees through a representative system.

Scope

3. All employees, except management and director grades, of Southeastern, whose terms and conditions are regulated by joint agreements with trades unions shall be within the scope of the collective bargaining machinery established by this Agreement.

General Principles

4. The collective bargaining machinery and procedures established by this Agreement are founded upon the following principles:
 - The processes of collective bargaining and joint consultation must add value to Southeastern; they must contribute to the achievement of business objectives;
 - The collective machinery must support Southeastern'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 and appropriate to the subject matter in question;
 - Employees are to be treated first and foremost as people with individual needs and expectations. Southeastern's objective is to be known as a good employer that values its people for the contribution that they make to the well being and future progress of its business. The collective machineries must allow the development of practices which are in line with the value which Southeastern places on its employees.

The processes of collective bargaining 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 Southeastern, its employees and Trade Unions.

The collective machinery is an important channel through which employees have an opportunity to participate in and be consulted upon questions and matters concerning their employment. In order that the dialogue within the machinery and procedures can be both representative and effective, Southeastern will encourage all employees within the scope of the Agreement to join an appropriate trade union.

5. In pursuance of these principles and as a contribution to employee involvement and participation through the process of collective bargaining and joint consultation, the general collective bargaining machinery established by this Agreement:-
 - provides for representation at appropriate management levels, i.e. at local, functional and director levels;
 - deals with collective questions only. Issues involving individual members of staff will be dealt with under the separate individual grievance procedure;
 - provides the means for questions to be resolved as speedily as possible at the lowest possible level. Issues which remain unresolved at Functional Council level may not be referred to a higher level. However this does not preclude further discussions between the functional director and a full-time paid trade union official to consider what other steps might assist resolution.
6. 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. 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 undertaken until the procedures have been exhausted. No trade union party to this Agreement will 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 relevant trade union to resolve the matter with Southeastern through the procedures contained in this Agreement.

The Collective Bargaining Machinery

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

Southeastern Joint Consultative Forum	Annex 'A'
Functional Council	Annex 'B'
8. The Functional Council shall establish arrangements for local representation, such arrangements to be based upon the general principles of the Agreement. Arrangements for local representation are set out in Annex 'C' to this Agreement.

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

Interpretation

10. Questions of interpretation of substantive agreements reached within the collective bargaining machinery established by this Agreement shall be dealt with by the parties to the substantive agreement in question within the body at which the agreement was reached.

Duration

11. The revised Agreement shall take effect on 28 February 2005 and all previous agreements are superseded.
12. The parties to this Agreement may amend it in such ways as they think fit by agreement at any time. In the event of there being a failure to agree on a proposal to change the scope defined in article 3 of this Agreement, Southeastern may, by giving six months' notice to the trade unions, change its scope. Either party may terminate this Agreement by giving twelve months' notice in writing to the other party.

Annex A to Procedure Agreement 1

Southeastern Joint Consultative Forum

Title

13. Southeastern Joint Consultative Forum (the Forum)

Scope

14. All employees, except management and director grades, of South Eastern Trains, whose terms and conditions are regulated by joint agreements with trades unions shall be within the scope of the Forum.

Membership

15. The Forum shall comprise of:-
 - i) an Employer's Side of not more than five representatives appointed by Southeastern.
 - ii) a Staffs' Side made up of one full time paid official of each of the three trades unions supported by not more than three elected Functional Council representatives for each functional council.

Purpose

16. The following items for consultation are within the purpose of the Forum
 - i) recent and probable development of the Company's activities and economic situation
 - ii) probable development of, or threats to, continued employment
 - iii) substantial changes in the work organisation or conditions of employment
17. The Forum shall not consider any question which falls outside of the purpose set out in paragraph 16 above.
18. The Forum will endeavour to reach an understanding on how issues discussed may be implemented, monitored or developed further.

Meetings

19. Meetings of the Forum shall be held at least every 6 months and in any event within twenty eight days of a request for a meeting being made by the Employer's Side or by a trade union of the Staff's Side.
20. The Chairman will be appointed from amongst the Southeastern management representatives.
21. The Secretary of the Council will be appointed by Southeastern

22. Agenda will be published by the Secretary of the Council and be circulated normally at least seven days prior to the meeting.
23. Trade Unions may place items on the Agenda
24. Minutes will be issued by the Secretary as soon as practicable after each meeting

Annex B to Procedure Agreement 1

Southeastern Functional Council

Title

24. The Southeastern Functional Council (the Councils)

There will be six individual Councils

- (1) Drivers Council
- (2) Engineering Council including Shunter drivers
- (3) Stations Council
- (4) Revenue Protection Council
- (5) Conductors Council
- (6) Administrative Council

Scope

25. All employees, except management and director grades, within South Eastern Train Ltd, whose terms and conditions are regulated by joint agreements with trades unions shall be within scope of the Councils.

Membership

26. The Employer's Side shall be comprised of representatives appointed by Southeastern

27. The Staffs' Side shall be comprised of representatives appointed by the arrangements specified in paragraph 29 on the following basis:

Drivers Council:	3 staff representatives
Engineering Council:	2 staff representatives
Stations Council:	4 staff representatives
Revenue Protection Council:	2 staff representatives
Conductors Council:	2 staff representatives
Administrative Council:	2 staff representatives

28. Each Staffs' Side representative shall be an employee of Southeastern within the function for which he/she is appointed and shall have not less than six months' service with South Eastern Trains.

29. Nominations for appointment to the Staffs' Side shall be submitted by the relevant trades unions to the Secretary to the Council. Where the number of nominations submitted by the trades union exceeds the number of vacancies for the council in question, an election will be conducted jointly by representatives nominated by Southeastern and by the trades unions. Such elections will be by secret ballot of all the employees in the function concerned who are members of the trades unions party to this Procedure.

30. The period of office of Staffs' Side representatives will be three years, but they may be re-appointed.

31. Casual vacancies will be filled under the arrangements specified in paragraph 29. A representative appointed 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 remaining period for which the office holder was appointed. Those appointed or co-opted under these provisions shall meet the requirements set out in paragraph 28.

Purpose

- 32 The following **questions for negotiation** are within the purpose of the Council:-
- i) pay rates (except the Administrative Council), grade structures, remuneration systems and related terms and conditions of employment
 - ii) promotion, transfer, redundancy and resettlement arrangements
 - iii) to deal, through the avoidance of disputes procedure, with failures to agree on collective questions recorded at the local level

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

- 33 The following **matters for consultation** are within the purpose of the Council:-

- iv) discipline
- v) travel concessions
- vi) welfare
- vii) medical standards
- viii) equal employment opportunities
- ix) change in working practices

The full Functional Council will provide a forum for discussion of strategic issues relating to the performance, plans and objectives of the Company

Conduct of Business

- 34 The questions referred to under paragraph 32 shall be determined and finalised by the Council. No such questions shall be referred to a higher level. The Procedure is exhausted once negotiations and consultations within the Functional Council have been concluded. However, this does not preclude further discussions between the functional director or the managing director, 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.

- 35 Where the matter does not apply to all employees within the scope of the Council then the matter maybe discussed by a representative with the Manager concerned. Agreements reached by this means will conclude questions as if they were an agreement of the full council. Similarly, matters consulted upon by this means will be concluded as if they were discussions of the full Council.

36. The full Council will come together for matters and questions which apply to all employees within the scope of the Council. The full Council shall not consider matters and questions appropriate to the procedure set out in paragraph 35.
37. The Staffs' Side representatives may be assisted by an appropriate full-time paid trade union official.
 - i) if they so request; or
 - ii) if the Employer's Side so requests; or
 - iii) if the trade union representing the majority of the staff who are trade union members within the function concerned so requests
38. Agreements reached by the Council under the principles of paragraph 35 or 36 may be referred for implementation to the local level. Such agreements shall specify, inter alia, the extent of discretion to be exercised at the local level in implementing the decision.

Meetings

39. Meetings will take place as and when necessary and in any event within 28 days of a request for a meeting being made by the employer's side or by a trades union of the staff's side.
40. The Chairman of the Council and the Secretary of the Council will be appointed by the Employer's Side.
41. Agenda will be agreed between the Secretary of the Council and the relevant Staffs' Side representatives and circulated normally at least seven days prior to the meeting.
42. Agreed notes will be issued as soon as practicable after each meeting.

Avoidance of disputes

43. In the event of differences of a collective nature which are not settled between the local managers and local representatives at the level directly concerned, the procedure set out below shall apply.
44. Following a recorded failure to agree at the local level on a collective bargaining issue either side may refer the question within seven days to the Secretary of the appropriate Functional Council.
45. The question will be referred for discussion between the functional directors representative and the Company Council Staffs' Side representatives.
46. These discussions will normally take place at the next scheduled meeting or where the matter is urgent within fourteen days of the reference having been made to the Secretary. If considered appropriate, the question may be referred back to the local level for further discussion.
47. If these discussion fail to settle the difference the Procedure is exhausted. However this does not preclude further discussions between the functional director or the managing director and a full-time paid trade union official to consider what other steps might assist resolution.

Arrangements for Local Representation

General Principle

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

Representation

49. Local representatives will be elected for constituencies based on groupings as determined within the Functional Council concerned.
50. The boundary of a particular constituency at local level will be related to local circumstances and will normally be based on groups of grades and match the area of responsibility of a local functional manager.
51. Representation will normally be on the basis of two representatives for each constituency. By agreement at the Company Council level, this may be varied to a minimum of one representative and a maximum of three representatives to give an adequate level of representation.

Elections

52. candidates for election as local representatives must:-
- i) have a minimum of six months' service with South Eastern
 - ii) be currently working within the consistency in question
 - iii) be a member of a relevant trade union party to this Procedure
 - iv) be supported by not less than six nominators from within constituency in question, (in the event of there being fewer than six qualified nominators within a constituency, the arrangements for nomination shall be determined by the Company Council).
53. Any employee who satisfies the requirements of 52 (i), (ii) and (iii) will be qualified to nominate a candidate for election as a local representative.
54. Elections will be by secret ballot of all employees within the constituency in question who are members of trade unions party to this Procedure
55. The period of office of local representatives will be three years, but they may be re-elected.
56. Casual vacancies will be filled under the arrangements specified in paragraphs 52 to 54. A representative appointed to fill a casual vacancy will hold office for the remainder of the period his/her predecessor was appointed. In the event of a 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 52. Those co-opted shall meet the qualifications set out in paragraphs 52 (i), (ii) and (iii).

Purpose

- 57 The questions for discussion and resolution between local representatives and the local manager shall be:-
- i) application of agreements reached at other levels within the collective bargaining machinery
 - ii) the arrangement of working hours, leave, rosters, link working, local allowances including travelling time and walking time allowances.
- 58 Matters for consultation between local representatives and the local manager may include:-
- i) local performance and business developments
 - ii) revised working methods and arrangements
 - iii) re-organisations within the area of local managerial control; the local effects of wider re-organisations.
 - iv) accommodation and welfare
- 59 A question under paragraph 57 which is unresolved at local level may be referred to the Secretary of the Functional Council provided it has not already been discussed at that level.
- 60 A matter of concern to an individual employee shall not be raised through this procedure but through the individual grievance procedure.

Local representative group meetings

- 61 Meetings of local representatives may be held for the purpose of dealing with matters and questions affecting more than one local constituency. The representatives concerned will meet the appropriate local managers.

Administration

- 62 Meetings between local representatives and the local manager will take place as and when necessary within seven days of a request for a meeting unless otherwise agreed.
- 63 Agreed notes will be issued as soon as practicable after each meeting.