PROCEDURE AGREEMENT 2

Health and Safety at Work

General

1. This revised Agreement, which comes into effect on 1st September 2011, sets out the procedure for dealing with matters related to health and safety at work in Southeastern in accordance with the Health and Safety at Work Act, 1974 and associated legislation.

2. The parties to this Agreement are London & South Eastern Railway Limited 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.

3. Reference throughout this Agreement to 'the Regulations' means the Safety Representatives and Safety Committees Regulations, 1977 as amended, together with the associated Approved Code of Practice and Guidance (HSE publication L146 of 2008).

4. Arrangements for the notification to Safety Representatives of accidents to members of staff, dangerous occurrences and arrangements for inspection in accordance with the Regulations are set out in relevant Southeastern Company Standards.

Scope

5. All employees, including management and director grades shall be within the scope of this Agreement.

Principles

6. The parties to this Agreement recognise the paramount importance of health and safety at work. Improvements in health and safety performance can only be achieved if there is full commitment from all staff and managers. Safety representatives and the safety committees have vital roles to play in developing this commitment at all levels.

7. Members of staff shall be positively encouraged to bring to the attention of managers and safety representatives any problems or concerns relating to health and safety at work; they should do this as soon as they become aware of a problem. To achieve maximum involvement in safety, especially at local level, managers will discuss safety matters with their staff on a regular basis. These arrangements are supplementary to the functions of safety representatives as set out in the Health and Safety Regulations and shall not be used as an alternative.

8. It is a fundamental principle of this Agreement that health and safety matters must be resolved at the lowest level consistent with autonomy and accountability. Every effort is to be taken to ensure that matters raised at the local level are sorted out there. Any matters that cannot be resolved should be settled at the company Joint Safety Committee.

Purpose

9. The purpose of this Agreement is:-

   i) to ensure the effective discharge of statutory duties related to health and safety at work

   ii) to ensure that there are sound arrangements in place to discuss and resolve such matters

   iii) to encourage the appointment and work of safety representatives and the participation of all staff in the continuing improvement of health and safety for staff, contractors, customers and the general public.

Local Level Safety Representatives Appointment

10. Safety representatives must normally either have been employed by Southeastern for at least two years or have been employed by Southeastern for at least six months and have had at least two years experience in similar employment to that of the staff they are to represent. Safety representatives may only be appointed with under two years experience in accordance with the guidance to the Regulations.

11. The trade union appointing a safety representative shall advise the Employee Relations Manager (who will in turn advise the local manager) in writing of the appointment and also when the appointment ceases.

12. The responsibilities for inspections of the workplace are identified within the company procedure for safety inspections and investigations which form part of the Southeastern health and safety management system. In the event of a failure to agree locally, the matter may be referred to the company joint safety committee.

13. Each trade union party to this Agreement will normally appoint not more than one safety representative for that constituency. The exact number of safety representatives will be subject to local agreement taking account of such circumstances as the number of staff represented, shift patterns, hazardous processes, etc.

14. Staff medically restricted from certain areas shall not carry out the functions of safety representatives in those areas. A restricted employee shall not be appointed as a safety representative if his/her functions upon appointment would entail him/her being placed at risk from which they have previously been removed on medical grounds for safety reasons.

15. Bearing in mind the minimum prescribed period between inspections of the workplace, if an appointed safety representative is not available for an extended period, the trade union concerned will treat this as a casual vacancy and make an appointment to cover the period of absence.

Functions

16. The functions of safety representatives shall be as set out in the Regulations.

Inspections

17. Subject to giving reasonable notice to the local manager, the safety representative shall be entitled to inspect and take copies of any documents relevant to the workplace of those he/she represents which Southeastern is required to keep, except as stated in the regulations.

18. Programmes for the inspection of the workplace, or part of it, in accordance with the Regulations, will be agreed between the local manager and the safety representative concerned. In the event of a failure to agree a programme of inspections the safety representative may refer the matter to his/her trade union.

19. Special attention is to be given to ensuring that all the places at which staff represented by the safety representatives is likely to work are covered for the purpose of the Regulations. In the event of a safety representative identifying a safety problem in the area other than that for which they are appointed, he/she may raise the matter with the responsible local manager. This does not affect the arrangements for agreeing boundaries and responsibilities as set out in paragraphs 12 and 18.

20. Where staff engaged in their work are involved in a notifiable accident or dangerous occurrence or a notifiable disease has been contracted, safety representatives for the staff concerned will be notified by management and may carry out inspections in accordance with the Regulations.

21. Form A (safety representatives inspection form F2534) and Form B (safety representatives: report form F2533) are available for the use of safety representatives and can be downloaded directly from the HSE website (http://www.hse.gov.uk/involvement/hsrepresentatives.htm) or will be provided by Southeastern on request. One copy of each completed form will be sent to the responsible manager and a copy will be retained by the safety representative concerned.

Information

22. Information for safety representatives will be provided and maintained on the Southeastern intranet and made available to safety representatives as required. Subject to local availability, management will provide safety representatives with accommodation and office furniture as necessary including access to telephone, computer, photocopier and notice boards.

23. Safety representatives will be provided with such information as is necessary to enable them to discharge their functions, including

information on possible health hazards, or safety measures required, for the handling of any traffic.

Time Off and Facilities

24. Safety representatives will be granted time off with pay, in accordance with the Regulations *(see Appendix 1)*:-

    i) to discharge their functions
    ii) to attend such courses on health and safety at work matters related to their functions as agreed to be reasonable by the parties to this Agreement

25. When requesting time off for any of the purposes set out in paragraph 24, a safety representative must give the local manager the maximum possible notice.

Procedure

Meetings and inspections

26. Meetings between local managers and one or more safety representatives will take place not less than four times a year. The purpose will be to discuss matters arising from inspections and incidents relating to occupational health and safety matters specifically affecting members from the constituency.

27. These meetings will normally be combined with a joint health and safety inspection carried out in accordance with Regulation 5 (1) of the Regulations. Where the matter concerns staff controlled by other functional managers, the safety representatives for those groups of staff shall be asked to the discussion.

28. Emergency meetings shall be held as necessary and in any case within seven days of a request for a meeting to discuss matters considered by the safety representative concerned as to constitute a serious hazard to health and safety at work.

29. Non-urgent matters raised by safety representatives or trade unions between meetings shall be reported to the next scheduled meeting.

30. Southeastern will ensure minutes are taken at all meetings. Copies of such minutes shall be forwarded to the safety representatives concerned, and retained on file.

31. Following inspections, safety representatives shall report matters upon which corrective action is required on form B (safety representatives: report form F2533). If the need for corrective action is urgent, the matter may be reported verbally in the first instance, Form B being submitted as soon as possible thereafter

32. If a matter cannot be resolved at local level it may be referred to the next higher level as follows:-

i) If considered urgent, to the Head of Safety & Environment or appropriate nominee

ii) If not considered urgent, to the secretary of the company joint safety committee

The matter may be so referred by either of the parties concerned or by the appropriate trade union.

Company Joint Safety Committee

33. The Company Joint Safety Committee shall consider companywide policy and principles related to health and safety at work covering all Southeasterns business and employees.

34. The Company Joint Safety Committee shall be essentially proactive:-

i) discussing and developing safety strategies and standards with the objective of promoting safety through co-operation between management and staff

ii) monitoring the implementation and performance of safety policies

iii) considering Company wide matters

iv) considering problems which have been referred to the secretary and which the secretary could not resolve

v) occupational health matters

35. The Company Joint Safety Committee shall take such actions as necessary to fulfil its role. This will include regular monitoring of safety performance by such indicators as fatalities, accident trends, signals passed at danger, wrong side door failures, fires, etc; monitoring of the implementation and effectiveness of safety policies; important matters arising through the safety audit; direction of policy and specific initiatives to meet identified needs and to counteract adverse trends.

36. The Company Joint Safety Committee shall be comprised of:-

i) the appropriate senior managers of Southeastern. The chairman will normally be the managing director.

ii) One full time paid official and/or one safety representative from each trade union party to this Agreement.

37. Meetings will be held not less than four times a year.

38. Agendas will be agreed between the Secretary and the trade unions and be circulated normally at least seven days prior to the meeting of the Committee. Documents in support of Part 1 items must accompany the agenda paper.

39. The Secretary of the Company Joint Safety Committee will be appointed by the managing director and will be empowered to discuss specific problems with appropriate managers and the trades unions, as necessary, and to resolve them, thus ensuring that their reference to the Company Joint Safety Committee will be the exception rather than the norm.

Signed on behalf of:

London & South Eastern Railway Ltd

The Associated Society of Locomotive Engineers and Firemen

The National Union of Rail, Maritime and Transport Workers

Dated: 21 September 2011

The Transport & Salaried Staffs Association

Appendix 1

Time off for Health & Safety Representatives

Southeastern will support time off with pay to enable Health & Safety representatives to fulfil their role as a Southeastern Safety Representative:-

TUC Courses*

- TUC Health and Safety Reps Course, Stage 1

  All Health & Safety reps will be granted paid release to attend Stage 1 TUC course, which is designed to enable all local representatives to be able to discharge their functions.

- TUC Health and Safety Reps Course, Stage 2

  Health & Safety reps with at least two years active experience in post will be permitted to attend the Stage 2 TUC course to develop their knowledge of the role. Paid release will be granted.

- TUC Health and Safety Reps Course, Stage 3

  The company will grant paid release for one safety representative per the 3 trade unions party to this agreement to be trained and conversant in all aspects of the Health & Safety role (who will be regarded as the Lead Health & Safety rep). This will apply in the first year of the agreement. For subsequent years the company will then permit one paid release request for one representative to attend from one of the 3 trade unions on an annual basis[1]. A Health & Safety rep should have at least 5 years active experience in their post before they are eligible to attend.

[1] Candidate nominated to attend to be mutually agreed by the trade unions

**If an employee is rostered consecutive night turns of duty that would necessitate two nights release off shift, the company may request the employee to alter their shift pattern (within reason) to keep time off to the minimum. In these circumstances payment would be the same as that applying to their normal rostered turn of duty including night premium.*

If a course falls on a rest day, employees may be requested to move their rest day(s) to a mutually agreed alternative day in that week. If a rest day payment is made for attending the course, this is based on a standard days pay.

Other Health & Safety Courses

Health & Safety representatives may be released with pay for an occasional trade union Health & Safety conference or refresher training course, subject to adequate notice and cover being available.

Local meetings and inspections

Health and safety representatives will be released with pay to carry out routine inspections of all the workplaces which they represent on a quarterly basis (i.e. four times per year). Where possible the local manager responsible for the workplaces will accompany the health and safety representative when carrying out these inspections so that issues can be identified and actions agreed as the inspection is carried out.

Routine inspections will normally be combined with meetings with the local manager responsible for the workplaces.

In addition, health and safety representatives will be released with pay:

- to investigate the circumstances of notifiable incidents affecting employees whom they represent
- to carry out additional inspections of workplaces where employees have raised significant health or safety concerns
- to attend emergency meetings regarding matters which may be deemed to constitute an imminent risk to health and safety at work
- to attend consultation meetings on proposals which may have an effect on the health or safety of the employees whom they represent.
- subject to agreement with the local responsible manager, to undertake other activities within the scope of their functions as health and safety representatives

Whilst there is no specified limit on the number of days' paid release for local meetings and inspections, it is expected that this would not normally exceed eight to ten days per year per safety representative.

Joint Safety Committee and Southeastern Safety Conference

Nominated Health & Safety Representatives (usually the Lead Health & Safety rep) will be released four times per year to attend the company-wide Joint Safety Committee.

All Health & Safety representatives will be invited to attend a Safety representatives' day which will normally be held annually.

All release is subject to the exigencies of service at all times.