

## VOLUNTARY RECOGNITION AGREEMENT

Between:

**Govia Thameslink Railway Limited** of 3rd Floor, 41-51 Grey Street, Newcastle upon Tyne, NE1 6EE; and

**Transport Salaried Staffs' Association** of 2<sup>nd</sup> Floor, 17 Devonshire Square, London EC2M 4SQ

### 1. DEFINITION OF TERMS

1.1 In this Agreement:-

1.1.1 *Employer* means Govia Thameslink Railway Limited Limited;

1.1.2 *Employees* means all TSMs and TSOMs (formerly MG3) employed by the Employer at Three Bridges, York and Victoria;

1.1.3 *Trade Union* means Transport Salaried Staffs' Association;

1.1.4 *Parties* means the Employer and the Trade Union;

1.1.5 *Negotiation* means engaging in dialogue with a view to reaching agreement;

1.1.6 *The Bargaining Unit* means all TSMs and TSOMs (MG3) employed by the Employer at Three Bridges, York and Victoria.

1.1.7 *Pay* means basic pay plus Rest Day and Sunday Working payments.

1.1.8 *Hours* means the contractual working week/basic hours of work; and includes changes to rosters where these impact the total number working hours per relevant roster period;

1.1.9 *Holiday(s)* means statutory and contractual annual holiday entitlement.

### 2. COMMENCEMENT DATE

2.1 This Agreement commences on 20 October 2020 and supersedes all previous recognition and facilities agreements (if any) between the Parties in relation to the Bargaining Unit which are hereby terminated by mutual agreement.

### 3. PURPOSE

3.1 The purpose of this Agreement is to determine trade union recognition and representation within the Employer's business and to establish a framework for

annual negotiation of pay, hours and holidays. Depending upon the length of future pay deals and/ or the requirement for matters relating to pay, hours and holidays that fall to be negotiated, this annual cycle may vary.

- 3.2 The Employer and the Trade Union have a common objective in ensuring the efficiency and prosperity of the Employer and in promoting security of employment and advancement for employees.

#### 4. **GENERAL PRINCIPLES**

- 4.1 The Employer and the Trade Union agree that the terms of this Agreement are binding in honour only and do not constitute a legally enforceable agreement.

- 4.2 The Employer and the Trade Union recognise their common interest and purpose in:

- 4.2.1 furthering the aims and objectives of the Employer

- 4.2.2 establishing and maintaining the ongoing business success of the Employer

- 4.2.3 achieving reasonable solutions to all matters which concern them

- 4.2.4 maintaining good industrial relations and having the machinery to resolve collective issues speedily, with the Employer and Trade Union working together

- 4.2.5 respecting the role of the TSSA in representation of its membership, at appropriate levels, under this Agreement

- 4.2.6 The Employer maintaining its status as a good employer that values its people and their contribution

- 4.2.7 Promoting dialogue between the Employer, its employees within the bargaining unit and their representatives

- 4.3 The Trade Union recognises the Employer's responsibility to plan, organise and manage the work of the Employer in order to achieve the best possible results in pursuing its overall aims and objectives to deliver sustainability, profitability and comply with the law.

- 4.4 The Trade Union recognises the right of the Employer to communicate directly with all of its employees on all matters of interest to them. The Employer will communicate with the Employees and the Trade Union prior to the announcement of any changes including TUPE and any potential threat to employment by way of redundancy and consult in line with its statutory obligations, including any statutory consultation requirements relating to health and safety and/ or pensions changes, as appropriate.

- 4.5 The Employer recognises the responsibility of the Trade Union to represent the interests of its members, collectively and individually and the Employer also recognises the right of its employees to become and remain members of the Trade Union.
- 4.6 The Employer acknowledges that trade union membership and acting as a trade union representative will not prejudice an employee's employment or career prospects with the Employer. The Employer and the Trade Union recognise the importance of ensuring that all staff are treated fairly, equally and consistently and that employment practices are benchmarked to the highest reasonably possible standards.
- 4.7 Notwithstanding that this agreement was reached in the context of the Trade Union having made an application for recognition to the CAC pursuant to Schedule A1 of the Trade Union and Labour Relations (Consolidation) Act 1992 ("the 1992 Act"), the parties accept and acknowledge that this agreement is an entirely voluntary recognition agreement. For the avoidance of doubt, this agreement does not constitute an agreement for recognition pursuant to para 52 of Schedule A1 of the 1992 Act.

## **5. TRADE UNION RECOGNITION**

- 5.1 The Employer recognises the Transport Salaried Staffs' Association as having recognition rights for the Bargaining Unit.
- 5.2 The Trade Union will be entitled to conduct collective bargaining on behalf of employees within the Bargaining Unit in respect of the following matters:
- 5.2.1 Pay
  - 5.2.2 Hours
  - 5.2.3 Holiday
  - 5.2.4 any other matters on which the Parties decide in writing to conduct collective bargaining

- 5.3 The consultation and discussion provisions are set out in section 10 below.

## **6. TRADE UNION REPRESENTATION**

- 6.1 The Trade Union agrees to elect up to two representatives through a democratic election process, one of which shall also hold the position of health and safety representative. Only employees who have at least one year's service with the Employer and a clean disciplinary record will be eligible as candidates for election as a trade union representative. For the purposes of this clause, a clean disciplinary record shall mean no live formal, written warnings.

- 6.2 The Trade Union agrees that it will provide written confirmation, signed by the Full Time Officer of the Trade Union, of the names of employees duly elected as a trade union representative to the Network Operations Director and Head of Employee Relations as soon as possible.
- 6.3 Full Time Officers will be advised of any formal disciplinary action to be taken against a trade union representative at the commencement of such proceedings. The Trade Union representative will have the right to be represented by their Full Time Officer if requested.
- 6.4 All Trade Union representatives, once elected, will stand for a term of no more than three years following which a re-election must take place.
- 6.5 The Trade Union will notify the Employer as soon as reasonably practicable and no later than within 7 days, of a Trade Union representative resigning or being relieved from office.
- 6.6 The Employer and the Trade Union agree that if in the Employer's reasonable opinion, a Trade Union representative is unable or unwilling to work constructively with the Employer or any of its employees, or if in the opinion of the Employer a Trade Union representative demonstrates consistently disruptive behaviour, the Employer shall be entitled to require the Trade Union to follow the steps outlined:
- 6.6.1 A report into the Trade Union representative's behaviour is compiled by the Employer and submitted the Full Time Officer.
- 6.6.2 The Regional Full Time Officer will carry out an investigation and will respond to the Employer within five working days of receipt of the Employer's report;
- 6.6.3 The Employer and the Union will meet and agree how to proceed (for example, agreeing whether the representative needs further training; or if their position has become untenable and they must be replaced);
- 6.6.4 If this fails the Employer and the Trade Union will enter the dispute resolution process (Clause 12) at stage 3 to seek to resolve the failure to agree.

## **7. RESPONSIBILITIES AND DUTIES OF TRADE UNION REPRESENTATIVES**

- 7.1 The duties of the Trade Union representatives will include, but are not limited to the following:
- 7.1.1 Negotiating with the Employer's management about the matters listed at clause 5.2 above; and

7.1.2 Representing employees when requested at disciplinary and grievance hearings.

7.2 At all times, the elected Trade Union representatives shall:

7.2.1 Treat all of the Employer's employees with dignity and respect;

7.2.2 Attend all meetings with the Employer at the scheduled start time (failure to do so may result in the meeting being cancelled and payment for the time lost being deducted); Management will inform all elected representatives in good time to allow them to prepare for the meeting.

7.2.3 Conform to the same policies, working conditions and duties of their fellow workers.

## 8. **TIME OFF FOR TRADE UNION DUTIES AND ACTIVITIES AND FACILITIES**

8.1 The Employer agrees that the elected Trade Union representatives shall in principle be released from their normal employee duties as follows to undertake trade union duties and activities:

8.1.1 Relevant duties and activities are set out in Appendix 1.

8.1.2 Health & Safety Representatives - ad hoc occasions when required for the purposes of attending Health and Safety related meetings and planned inspections as required by legislation. The H&S representative will give reasonable notice to the Employer of any planned inspections.

8.2 All periods of release must be requested and agreed in advance in writing by the relevant manager. The reasonableness of the request will be assessed taking into account operational needs and other factors referenced in the ACAS Code of Practice on Time off for Trade Union Duties and Activities. As much advance notice as practicable in the circumstances should be given.

8.3 Relevant managers shall not unreasonably refuse requested time off. Where time off is refused, the reasons for doing so will be outlined by the relevant manager.

8.4 The Employer agrees that if, at the Employer's request, a Trade Union representative is required to undertake trade union duties or activities during unsocial hours (out of hours between 20:00 and 06:00), the Employer will provide the Trade Union representative with 24 hours' notice of this requirement, unless exceptional circumstances apply.

8.5 At all times when a Trade Union representative is undertaking his/her normal duties, his/her hours will be tracked. On any occasion when a Trade Union representative is stood down from his/her normal duties to undertake trade union duties or activities,

the Trade Union representative shall work in accordance of the requirements of the meetings scheduled for that day and provide a time sheet from the time they signed on, signed off and the location they were at.

- 8.6 At all times when a Trade Union representative is either undertaking his/her normal duties or trade union duties/activities, his/her pay (or deductions from pay, in the case of trade union activities) will be calculated in accordance with the applicable duty rate. There is no entitlement to pay in relation to union duties which are carried out at a time when the Trade Union representative would not otherwise been at work.
- 8.7 Trade union representatives will be entitled to access to the facilities set out in Appendix 1 in carrying out their trade union duties.
- 8.8 Employees of the Employer who are members of the Trade Union shall also be permitted to take reasonable unpaid time off during working hours to take part in trade union activities, including as set out in Appendix 1.

## 9. **THE JOINT NEGOTIATING COMMITTEE**

- 9.1 The Parties agree to establish a Joint Negotiating Committee (JNC) specific to the Bargaining Unit to facilitate collective bargaining on those matters referred to as negotiable in clause 5.2 above.
- 9.2 The Employer's employees will be represented on the JNC by the two representatives for the Trade Union. The Employer will be represented on the JNC by the Network Operations Director and/or the Head of Employee Relations.
- 9.3 Meetings of the JNC will take place when existing agreements come to an end and will commence one month before the anniversary date.
- 9.4 The matters to be negotiated at the JNC shall be:-
  - 9.4.1 Pay
  - 9.4.2 Hours
  - 9.4.3 Holidays
  - 9.4.4 And any other matters on which the Parties decide to conduct collective bargaining.
- 9.5 The Trade Union agrees to submit its proposals for any matters under clause 9.4 above no later than one week before the date of the JNC meeting.
- 9.6 The JNC will discuss the Trade Union's proposal and the Parties agree to make every effort to achieve agreement on the matters discussed.

9.7 It is agreed that if the Parties cannot achieve agreement at JNC, the Parties will work together for a period of up to seven working days to determine any issues that require resolution by preparing an output statement setting out unresolved issues. Thereafter any dispute resolution shall begin at Stage 3 under clause 12.6.

## 10. **DISCUSSION AND CONSULTATION**

10.1 In line with the principle of resolving issues at the point of origin, it is agreed that the following arrangements shall apply in respect of matters falling outside of the JNC's remit.

### 10.2 Local Consultation

10.2.1 The Employer's Network Operations Manager and/ or the relevant Manager will consult with local Trade Union representatives once a quarter on local issues.

10.2.2 If, as a result of local consultation, a change to working arrangements or practice is agreed between the local manager and the local Trade Union representative, the proposed change will need to be submitted by the Trade Union to the General Manager in writing who will then present the proposed change to the appropriate Director for approval. No local agreement shall be implemented without approval from the appropriate Director.

## 11. **CONFIDENTIALITY**

11.1 Both the Employer and the Trade Union acknowledge that the Trade Union may have access to and be entrusted with confidential company information or information which is otherwise commercially sensitive and which if divulged may damage the Employer. Where confidential or commercially sensitive information is disclosed, the Employer will highlight this to the Trade Union.

11.2 The Trade Union agrees that it and its representatives shall keep secret and shall not disclose to any person, company or third party any of the information provided to them and designated by the Employer as confidential or commercially sensitive.

11.3 The Employer reserves the right not to disclose confidential or commercially sensitive information if the Employer's trade secrets would be jeopardised or which if divulged would damage the Employer or contravene regulatory or legal requirements. The Employer will explain the reasons for not sharing any confidential or commercially

sensitive information and the reasons why information has been designated confidential or commercially sensitive.

## **12. DISPUTE RESOLUTION PROCEDURE**

- 12.1 The Parties agree to endeavour to resolve issues under this procedure as speedily and equitably as possible and at the earliest practicable stage in the procedure.
- 12.2 Individual grievances and disciplinary issues fall outside the scope of this procedure and will be dealt with in line with the Employer's existing Disciplinary and Grievance procedures.
- 12.3 Both the Employer and the Trade Union are committed to utilising all possible avenues to resolve any disagreement. The Trade Union agrees not to take, support or induce any employee to take industrial action when the Dispute Resolution procedure set out in clause 12 below is being applied or conduct any ballot in relation to any dispute or matter when the dispute resolution procedure up to and including Stages 1 - 4 set out in clauses 12.4 – 12.7 (inclusive) out below is being applied.

### Stage 1

- 12.4 Within 10 working days (unless a different period is agreed by both Parties) of notification of a valid failure to agree the relevant Trade Union representative will meet with the relevant local Manager to discuss the failure to agree with a view to reaching agreement on how to resolve the issue.

### Stage 2

- 12.5 If the Parties fail to agree at Stage 1, a further meeting will be held within 7 working days (unless a different period is agreed by both Parties) between the relevant Trade Union representative and the relevant Network Operations Manager to discuss the failure to agree with a view to reaching agreement as to how to resolve the issue.

### Stage 3

- 12.6 If the Parties fail to agree at Stage 2, then both Parties will ensure the Full Time Officer, along with the relevant Trade Union Representative and the Network Operations Director meet within 7 working days in order to try and resolve the issue.

### Stage 4

- 12.7 If the matter has not been resolved at Stage 3, the matter will be referred to ACAS, in a timely manner and no later than within 7 working days, requesting that a Conciliation Officer acceptable to the Employer and the Trade Union should endeavour to help them resolve the issue.



## Stage 5

- 12.8 If this conciliation process fails and there remains a failure to agree following ACAS conciliation, then the Employer will make available an executive director within 7 working days of the end of ACAS conciliation and the Trade Union its General Secretary/Assistant General Secretary or another official deputised by the General Secretary to discuss resolution of the matter.

## General

- 12.9 Meetings between the Parties may be adjourned by agreement between the Parties at any stage and reconvened for an agreed later date.
- 12.10 Pending and throughout the operation of this dispute resolution procedure, normal working will be maintained, irrespective of the outcome of each procedural stage, and the Trade Union will not conduct a ballot for industrial action under the Trade Union and Labour Relations (Consolidation) Act 1992 ("the 1992 Act") prior to the conclusion of the dispute resolution procedure at clauses 12.4 – 12.7 (inclusive) or otherwise call for industrial action or induce or encourage any employee of the Employer to participate in industrial action or to refuse to work normally prior to the conclusion of the dispute resolution procedures set out in this clause 12.
- 12.11 Balloting for industrial action will only be commenced by the Trade Union once the dispute resolution procedure set out up to and including Stage 4 set out in clauses 12.4 – 12.7 (inclusive) has been exhausted, following completion of the stages set out above in clause 12.4 – 12.7 (inclusive), and only then if such action has been sanctioned by the national executive body of the Trade Union.
- 12.12 The continued success of the Employer and the jobs of all who work in it are dependent on minimum disruption to the services provided by the Employer to its customers. As a result, the Parties are committed to observing the terms of this Agreement and resolving any issues raised under it in line with professional standards and without resorting to industrial action.

## 13. **STAFF ENGAGEMENT**

- 13.1 The Trade Union recognises the Employer's right to communicate directly with its employees in respect of any matters affecting the workforce.
- 13.2 The Employer agrees to keep the Trade Union informed about its future engagement plans.
- 13.3 The Employer will permit the Trade Union to have access to new employees who join the bargaining unit, should the new employees choose to meet with the Trade Union. Such arrangements are to be made between the Trade Union and the new employee.

**14. STATUS OF AGREEMENT**

14.1 Both Parties agree to take all practicable steps to ensure full observance of this Agreement.

14.2 This Agreement does not affect existing terms and conditions of employment between the Employer and its employees.

**15. VARIATION AND TERMINATION**

15.1 The terms of this Agreement may be amended by agreement between the Employer and the Union at any time. Either Party should set out any proposal for such variation in writing and submit it to the other Party.

15.2 Either Party may terminate this Agreement by giving to the other not less than six months' written notice, such notice to expire no earlier than three (3) years from the commencement of this Agreement.

**Signed on behalf of Govia Thameslink Railway Limited**



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**Steve White, Chief Operating Officer**

**Date** 20/10/2020 .....

**Signed on behalf of Transport Salaried Staffs' Association**

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**Manuel Cortes, TSSA General Secretary**

**Date** .....

## **APPENDIX 1: TRADE UNION DUTIES AND ACTIVITIES AND FACILITIES**

**Pursuant to Clause 8.1.1** of the Agreement between the Employer and the Trade Union:

### **16. Reasonable Time Off With Pay For Union Duties and Training**

16.1 The Employer shall grant the Trade Union representatives reasonable paid time off work to undertake the following trade union duties in relation to their role as representatives of the Bargaining Unit:

16.1.1 negotiations via the JNC with the Employer on pay, hours and holidays and preparing for such negotiations, including attending relevant meetings, and informing members of progress and outcomes;

16.1.2 receiving information from the Employer and undertaking consultation with the Employer relating to proposed collective redundancies under s188 TULR(C)A or under the TUPE Regulations 2006; preparing for meetings with the Employer in relation to such consultation and informing members of progress and outcomes;

16.1.3 representation of TSSA members at disciplinary or grievance hearings (including preparing for such hearings) provided that the representative has been certified by the union as being capable of acting as an employee's companion;

16.1.4 The Employer shall grant Trade Union representatives reasonable paid time off work to undertake training (which has been approved by the Trade Union Congress or by TSSA) in aspects of industrial relations relevant to the carrying out of their trade union duties.

### **17. Reasonable Unpaid Time Off Work for Trade Union Activities**

17.1 The Employer shall grant reasonable unpaid time off work for Trade Union representatives to carry out trade union activities, in accordance with the ACAS Code of Practice, such as attending:

17.1.1 branch, area or regional meetings of the Trade Union where the business of the Trade Union is under discussion.

17.1.2 meetings of official policy making bodies such as the executive committee or annual conference.

17.1.3 meetings with full time officers to discuss issues relevant to the workplace

17.1.4 attendance of Trade Union Regional and National Committee Members at TSSA Regional or National Committees

**Pursuant to Clause 8.7** of the Agreement between the Employer and the Trade Union:

### **18. Facilities**

18.1 The Trade Union representatives will be entitled, where appropriate authorisation is obtained, to access to the following facilities in carrying out their trade union duties:

- 18.1.1 telephone and internet access for the purpose of communications with TSSA members at the Employer
- 18.1.2 access to office accommodation for meetings
- 18.1.3 use of the Employer's computers and photocopiers for essential trade union work within the Employer, subject to there being no interference with the work of the Employer

**Pursuant to Clause 8.8** of the Agreement between the Employer and the Trade Union:

**19. Time off for TSSA members to attend union meetings**

- 19.1 Employees of the Employer who are members of the TSSA shall also be permitted to take reasonable unpaid time off during working hours to take part in trade union activities including:
  - 19.1.1 attending workplace meetings to discuss and vote on the outcome of negotiations with the employer
  - 19.1.2 meeting full time officers to discuss issues relevant to the workplace
  - 19.1.3 voting in union elections
- 19.2 The arrangements for TSSA members to attend official meetings will have regard to the needs of the service and take place normally during the lunch-time period or following normal working hours.