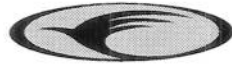




*Great Western*

## PROCEDURE AGREEMENT 5





*Great Western*

## PROCEDURE AGREEMENT 5

### TIME OFF FOR TRADE UNION DUTIES AND ACTIVITIES

#### **PARTIES**

1. The parties to this Agreement are the Great Western Trains Company Limited on the first part and the trades unions (the Associated Society of Locomotive Engineers and Firemen, the British Transport Officers' Guild, the National Union of Rail, Maritime and Transport Workers, the Railway Sub-Committee of the Confederation of Shipbuilding and Engineering Unions and the Transport Salaried Staffs' Association) on the second part.

2. This Agreement will take effect from 1 August 1997 and will replace, as between the Company and the trades unions, the Agreement of the same title between British Railways Board and the trades unions.

#### **SCOPE**

3. Employees within the scope of Procedure Agreement 1 (General Collective Bargaining) and Management Staff shall be within the scope of this Agreement.



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**THE AGREEMENT**

4. The parties agree that time off for trade union duties and activities will be addressed under the procedure set out in the annex to this Agreement.

Signed - Richard George  
On behalf of Great Western  
Trains Company Limited

Signed - Keith Norman  
On behalf of the Associated  
Society of Locomotive Engineers  
and Firemen

Signed - Alun Jones  
On behalf of the British Transport  
Officers' Guild

Signed - Brian Curtis  
On behalf of the National Union of  
Rail, Maritime and Transport  
Workers

Signed - Bill Goffin (AEEU)  
On behalf of the Railway Sub-  
Committee of the Confederation of  
Shipbuilding and Engineering  
Unions

Signed - David Hillam  
On behalf of the Transport Salaried  
Staffs' Association



*Great Western*

## TIME OFF FOR TRADE UNION DUTIES AND ACTIVITIES

Annex to  
Procedure  
Agreement 5

### **PREAMBLE**

1. Reasonable time off during working hours will be afforded in order to:

- (i) Carry out certain trade union duties.
- (ii) Take part in trade union activities.
- (iii) Undergo training relevant to trade union duties.

2. Time off will be afforded to employees within the scope of the collective bargaining machinery in accordance with the provisions listed below and the notes for guidance set out in the appendix to this Agreement. The references in brackets to paragraph numbers relate to paragraphs in the notes for guidance.

3. These provisions cover the requirements of sections 168 to 170 of the Trade Union and Labour Relations (Consolidation) Act 1992 and the ACAS Code of Practice 3 'Time off for Trade Union Duties and Activities'.

### **TIME OFF FOR TRADE UNION DUTIES**

4. Local representatives and staffs' side representatives appointed to serve on Divisional Councils will be permitted reasonable time off during working hours to carry out trade union duties connected with their remit under Procedure Agreement 1 (General Collective Bargaining).



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5. Examples of the type of circumstances for which time off for trade union duties might be granted are listed in the notes for guidance (paragraph 2).
6. Executive committee members and presidents of the railway trades unions who are employed by Great Western Trains Company Limited will also have a right to time off to carry out trade union duties on the same basis as for local/staffs' side representatives.
7. In certain circumstances trade union branch officials might be involved in trade union duties, for example representing trade union members at internal interviews, at an outside body such as an industrial tribunal, or involvement in the induction of new employees. Such trade union branch officials, however, have no place within Procedure Agreement 1 (General Collective Bargaining) and therefore do not qualify for time off with pay for other purposes.
8. The amount and frequency of time off should be reasonable in all the circumstances. Where possible, a mutually convenient time should be agreed which minimises the effect on production or services. The notes for guidance (paragraph 4) detail arrangements for time off for attending joint meetings.
9. Payment is made for time off for trade union duties in accordance with the notes for guidance (paragraph 5).
10. In making requests for time off, management should be provided with as much notice as possible, together with details of the purpose for such time off, its timing and the duration of time off required.



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11. Management should consider making available to representatives facilities necessary for them to perform their duties efficiently. Advice for dealing with applications for facilities is provided in the notes for guidance (paragraph 6).

### **TIME OFF FOR TRADE UNION ACTIVITIES**

12. A trade union member is to be permitted reasonable time off during working hours to take part in trade union activities. Payment is not made for such time off.

13. Examples of the type of circumstances for which time off for trade union activities might be granted are listed in the notes for guidance (paragraph 7).

14. The amount and frequency of time off should be reasonable in all the circumstances.

15. There is no right to time off for trade union activities which consist of industrial action.

### **INDUSTRIAL RELATIONS TRAINING**

16. Local/staffs' side representatives within the scope of the collective bargaining machinery established by Procedure Agreement 1 (General Collective Bargaining) are to be permitted reasonable time off during working hours to undergo training in aspects of industrial relations relevant to the carrying out of their trade union duties.



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17. Representatives nominated to attend an approved trade union course will be granted leave of absence with pay in accordance with the notes for guidance (paragraph 8).

18. Management should normally be given at least twenty eight days' notice of nominations for training courses and, if requested, a copy of the training syllabus.





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## TIME OFF FOR TRADE UNION DUTIES AND ACTIVITIES NOTES FOR GUIDANCE

Appendix to  
Procedure  
Agreement 5

### INTRODUCTION

1. These notes for guidance amplify the provisions of Procedure Agreement 5 (Time off for Trade Union Duties and Activities).

### TRADE UNION DUTIES

2. Examples of the type of circumstances for which time off for trade union duties might be granted are as follows:-

|  | Local / staffs' side representative | Trade union officials who have no locus within collective bargaining machinery but might act as spokesperson / representative of trade union members |
|--|-------------------------------------|--|
|  | Whether time off with pay granted   |  |
| Joint meetings / inquiries   | Yes                                 | No   |
| Preliminary staffs' side discussions prior to or following joint meetings  | Yes*                                | No   |
| Consultation with members of staff prior to or following joint meetings  | Yes*                                | No   |
| Consultation with staffs' side of higher or lower level of machinery on matters directly affecting consultation or negotiation in which involved   | Yes*                                | No   |
| Interviews with / acting as advocate, representative or witness on behalf of fellow employees of the Company at disciplinary hearing or in connection with an individual grievance                   | Yes                                 | Yes (provided the employee is not a full-time paid trade union official)   |
| Acting on behalf of a fellow employee of the Company, before an outside official body, such as an industrial tribunal, which is dealing with an industrial relations matter concerning Great Western | Yes                                 | Yes (provided the employee is not a full-time paid trade union official)   |
| Facility for explaining role of trade unions to new employee of the company  | Yes*                                | Yes* (provided the employee is not a full-time paid trade union official)  |

\*Whether reasonable time off granted and amount to be decided on merits.



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3. Time off with pay will also be granted to Transport Salaried Staffs' Association executive committee members required to:

- (i) Attend joint meetings / inquiries, etc and for joint meetings / inquiries, etc arranged by Great Western.
- (ii) Stand by to complete negotiations at the time of major pay claims.
- (iii) Attend meetings at / with ACAS in respect of aiming to resolve Company / trade union disputes.
- (iv) Attend, when nominated by the TSSA and at the request of management, at a Great Western location in an attempt to solve a dispute.

### **MEETING ARRANGEMENTS**

4. Facilities for attending meetings in connection with trade union duties are as follows:

- (i) Every endeavour shall be made to arrange joint meetings when local / staffs' side representatives are on duty and, if necessary, a turn of duty shall be altered on the day in question, whenever possible, to enable attendance at the meeting during duty hours.
- (ii) If, however, it is necessary to arrange a joint meeting at a time when one or more local/staffs' side representatives are off duty and their turns cannot be re-arranged in the manner described above, payment shall be made at ordinary rate for the time occupied in attending the meeting, subject to a maximum of a day's pay at ordinary rate.



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- (iii) Time spent in attending joint meetings in such circumstances shall be dealt with for payment purposes independently of the turns of duty performed during the week except that, in the case of employees on night turns of duty where the time occupied at the meeting is such that they are unable to perform their rostered turns preceding and following the meeting and take a reasonable period of rest between them, the time spent in attending the meeting shall be regarded as substituting one of their rostered turns.
- (iv) In the case of a local/staffs' side representative who would have been rostered for a free/rest day upon which a joint meeting is arranged, endeavour shall be made to grant an alternative day's leave in lieu; if this is not possible, the representative shall be paid ten hours' pay at ordinary rate regardless of the time occupied at the meeting.
- (v) Reasonable time off will be granted to local/staffs' side representative to attend preliminary meetings prior to joint meetings with management.

### **PAYMENT ARRANGEMENTS**

- 5. The following method of payment shall be applied in connection with time off for trade union duties during working hours:
  - (i) The total weekday earnings which the local / staffs' side representatives would have received had they been at work during the period of attendance at meetings, or



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- (ii) The overall time in attending the meeting including travelling time, i.e. from booking on duty at the home station to booking off there except that, where an overnight stay is involved, the period of lodging shall not be counted, or
- (iii) The average total weekday earnings for the preceding eight week period, whichever is the greatest.

Expenses shall be paid as appropriate when attending meetings for which leave with pay is granted, including overnight expenses where necessarily incurred.

### **FACILITIES**

6. Normally, those facilities (such as accommodation for meetings, access to telephone and notice boards) which are necessary for local / staffs' side 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 representative's work justifies it, reasonable use will be allowed of Great Western's typing and copying facilities for the pursuance of industrial relations business provided that:

- (i) Appropriate authority is obtained.
- (ii) Great Western's business takes precedence.
- (iii) 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.



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### TRADE UNION ACTIVITIES

7. Examples of the type of circumstances for which time off for trade union activities might be granted are as follows:

|  | Whether requests for time off from trade union members should be granted (without pay only) (subject to the exigencies of the service) |
|--|--|
| Acting as a representative in a meeting of an official policy-making body of the union such as executive committee or annual conference (i.e. this is defined as only being applicable to a policy-making body of the union at national level) | Yes*   |
| Acting as representative on external bodies such as the boards of training and enterprise councils or local enterprise councils  | Yes  |
| For voting in a trade union election   | Yes  |
| Meetings of trade union members excluding branch meetings  | Yes#   |
| Branch meetings  | No   |
| Industrial action internal or external to the Company  | No   |

\* Amount of leave necessary to be confirmed with headquarters of the trade union concerned.

# To be allowed only on condition that urgency of situation necessitates a meeting within working hours and that there would be no effect on production or services.

### INDUSTRIAL RELATIONS TRAINING

8. Local / staffs' side representatives within the collective bargaining machinery will be granted leave of absence with pay to attend one or other of the following courses:

- (i) TUC basic course for staff representatives; or
- (ii) RMT General Representatives' Course; or
- (iii) subject to the condition below, a similar course offered by other recognised trades unions.



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Both of the courses in (i) and (ii) are recognised as providing initial basic training as referred to in paragraph 18 of the ACAS Code of Practice. Release to attend a course covered by (iii) will be conditional upon the Company being given the opportunity to examine and approve the syllabus and upon the course being no longer than the TUC basic course for staff representatives. It is not considered that there is any necessity for an individual to attend more than one such course.

9. The following method of payment shall be applied:
  - (i) The total weekday earnings which the representatives concerned would have received had they been at work during the period they were on the course; or
  - (ii) The overall time in attending the course including travelling time to and from the relevant location; or
  - (iii) The average total weekday earnings for the preceding eight-week period,whichever is the greatest.
  
10. Appropriate free rail transport will be provided when attending these courses.
  
11. Employees nominated to attend any other trade union sponsored course will be granted leave of absence without pay, but in all cases local / staffs' side representatives will be given priority. No travelling facilities will be granted.



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12. In all cases the sponsoring trade union will be responsible for course fees and all other expenses incurred.
13. Employees attending any day release class when they are on night duty will be relieved where necessary for two turns of duty.
14. Not more than one local / staffs' side representative of the same work group / constituency will be released to attend a course of training on any one day or otherwise as agreed with the local manager.
15. These arrangements are subject to the exigencies of the service at all times.

