

# **GREAT WESTERN RAILWAY**

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## **TRAIN SERVICE DELIVERY DEPARTMENT 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) within the Train Service Delivery department 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 All Management (MS Grades) within the Train Service Delivery department (hereafter known as TSD) of the Company shall be within the scope of the collective bargaining machinery established by this Agreement.

### **JOINT RESPONSIBILITIES**

- 7 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.
- 8 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.

- 9 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 TSD 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 TSD.
  - 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 TSD department 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
- TSD Joint Council – Appendix B

13 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**

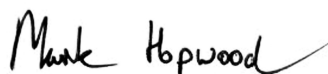
14 Questions of interpretation of substantive agreements reached within the collective bargaining machinery established by this Agreement shall be referred to and dealt with by the parties to the substantive agreement in question.

## **DURATION**

15 This Agreement shall take effect on 9<sup>th</sup> August 2021.

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

17 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. It is agreed that an additional TSSA representative seat will be added to the existing arrangements for Company Council.
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

# **TRAIN SERVICE DELIVERY JOINT COUNCIL**

## **TITLE**

- 1 Train Service Delivery Joint Council.

## **SCOPE**

- 2 All Management (MS Grades) within the Trains Service Delivery department shall be within the scope of the Joint Council.

## **MEMBERSHIP**

- 3 The Employer's representatives shall be appointed by the Company.
- 4 The Colleagues' representatives shall be appointed by the Union. There will be four representatives to represent Management (MS grades) within Train Service Delivery. Annex B1 shows the details of constituencies.
- 5 Candidates for election as the Joint Council representative 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 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.
- 9 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**

- 10 The purpose of the Train Service Delivery Joint Council shall be to:
  - a) Implement agreements reached by the Train Service Delivery Joint Council
  - b) Implement agreements reached at Company Council that are applicable to the Train Service Delivery Management (MS grades), including discipline, welfare, travel facilities, general medical standards, company employment policies & procedures and accommodation.
  - c) Discuss matters as detailed in the following sections 11 and 12 affecting colleagues within the scope of the joint council.
  
- 11 The following questions for negotiation are within the purpose of the Train Service Delivery Joint Council:
  - 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 Joint Council
  
- 12 The following questions for consultation may be within the purpose of the Train Service Delivery Joint Council:
  - a) Reorganisation arrangements affecting colleagues within the scope of the Joint Council
  - b) Changes in working practices directly affecting colleagues within the scope of the TSD Joint Council
  - c) The local affects of wider reorganisations affecting colleagues within the scope of the Joint Council
  - d) Local performance and business developments affecting colleagues within the scope of the Joint council
  - e) Accommodation and welfare arrangements affecting colleagues within the scope of the Joint Council

## **CONDUCT OF BUSINESS**

- 13 Issues of company wide relevance shall be discussed at Company Council.
  
- 14 The issues that can be discussed under Clauses 10, 11 and 12 shall be determined and finalised by the Joint Council. No such questions shall be referred to the Company Council. The Procedure is exhausted once negotiations and discussions within the Joint Council 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.

- 14 The Joint Council will only come together for matters and questions, which collectively affect colleagues within the scope of the Joint Council as outlined in previous sections 10, 11 and 12. By joint agreement matters deemed to be of a local nature can be delegated to specific representatives and managers to be resolved separately when needed. In certain circumstances ordinary members might be able to be co-opted to assist the representatives. This is likely to be in relation to local reorganisations, relocations, welfare arrangements and roster negotiations.
- 15 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.
- 16 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
- 17 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 Joint Council.

## **MEETINGS**

- 18 Joint Council 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 Joint Council meeting.

- 19 The Company Chairperson and Secretary of the Joint Council will be appointed by the Company.

- 20 The Staff Side Chairperson and Secretary of the Joint Council will be appointed from amongst the elected Colleagues' representatives for the TSD department.
- 21 An agenda will be agreed between the Management Side Secretary of Joint Council 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.
- 22 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.
- 23 Joint Council 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 Joint Council. Similarly, matters discussed by this means will be concluded as if they were discussions of the full Joint Council. Such meetings are additional to the Full Joint Council meetings described in Clause 18 and will not replace them.

#### **FACILITIES & REPRESENTATIVE RELEASE ARRANGEMENTS**

- 24 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.
- 25 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.

#### **AVOIDANCE OF DISPUTES**

- 25 In the event of differences of a collective nature which are not settled at Joint Council, the procedure set out below shall apply;
- 26 Following a recorded failure to agree at the Joint Council the Colleagues' representative or the Union's Full Time Officer may write to the Company representative outlining the issue.



- 27 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.
- 28 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 Joint Council for further discussion.
- 29 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**

- 30 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 TRAIN SERVICE DELIVERY JOINT COUNCIL REPRESENTATION ARRANGEMENTS

Grade Group/ Constituency	Number of Reps	Trade Union
Management (MS Grade)/		
- Based in Swindon	3	TSSA
- Outbased (not in Swindon)	1	TSSA