

NETWORK RAIL

PROCEDURE AGREEMENT: GENERAL COLLECTIVE BARGAINING

Parties

1. The parties to this Agreement are Network Rail and the National Union of Rail, Maritime and Transport Workers, the Transport Salaried Staffs' Association, Amicus /Confederation of Shipbuilding & Engineering Union.

Object

2. The purpose of this Agreement is to provide a procedural framework for negotiation and joint consultation, both where a legal obligation to consult arises but also on all other matters of mutual interest, for the benefit of Network Rail's business and employees through a representative system.

Scope

3. This agreement supercedes previous Collective Bargaining Procedures in relation to former Network Rail and former IMCs who have now transferred into Network Rail, details of which are shown in Appendix 6.
4. This Procedure applies to all employees of Network Rail whose terms and conditions are regulated by joint agreements with trade unions. The only exceptions will be executive grade employees and those employees specifically covered by other collective bargaining machineries.

General Principles

5. The collective bargaining machinery and procedures established by this Agreement are founded upon the following principles:
 - The processes of negotiation and joint consultation must add value to the business of Network Rail and they must contribute to the achievement of the company's objective to operate a safe, reliable and efficient rail infrastructure
 - The collective machinery must support Network Rail's efforts to instil in its employees 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. Changes to terms and conditions will be negotiated at national level
 - 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. The aim is to develop mutual trust between Network Rail and its employees

- In order that dialogue within the machinery and procedures can be both effective and representative, Network Rail welcomes both the role of the trade unions and the involvement of all employees within the scope of this Agreement through membership of an appropriate trade union according to agreed areas of representation with the Trades Unions
- The key relationships between the company and trade unions will be focussed at the Area (and equivalent) level in either Maintenance or Operations and Customer Services or Projects, Engineering and Support Functions' as applicable
- Employees are to be treated first and foremost as people with individual needs and expectations and the company's objective is to become known as a fair and just employer that values the contribution of its employees.

Specific principles

6. The general collective bargaining machinery established by this Agreement:
 - provides for representation within the Operations and Customer Services, Maintenance and Projects, Engineering and Support Functions' parts of the business at appropriate management levels, i.e. at local level, Area (and equivalent) level and at national level
 - deals with collective questions only - issues involving individual employees will be dealt with under the relevant individual grievance procedure applicable to the individual's contract of employment
 - provides the means for questions to be resolved as speedily as possible at the lowest level possible. Issues which remain unresolved at Area (and equivalent) level may be referred to a higher level in accordance with paragraph 27 of Annex 2 of this agreement.

Implementing proposals

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, 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.

Industrial action

8. No form of industrial action will be undertaken until procedures have been exhausted, neither will there be imposition by management until procedures have been exhausted.

9. 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 Network Rail through the procedures contained in this Agreement.

The collective bargaining machinery

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

National Operations & Customer Services Council	Annex 1
National Maintenance Council	Annex 1
Area and equivalent Councils	Annex 2
Local level representation	Annex 3


Interpretation

11. 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. Disagreements of an interpretation at this level can be referred to third party conciliation e.g. ACAS if all relevant parties mutually agree to do so.

Duration


12. This Agreement shall take effect on 30th November 2005.
13. The parties to this Agreement may amend it in such ways as they think fit by agreement.
14. Either party may terminate this Agreement by giving twelve months notice in writing to the other party.

Signed on behalf of:



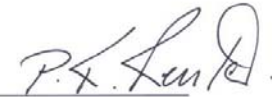
PETER BENNETT

Network Rail



BOB CROW

National Union of Rail,
Maritime and Transport
Workers



PAUL REUTER

Amicus/Confederation of Shipbuilding
Engineering Union



GERRY DOHERTY

Transport Salaried Staffs &
Association

Annex 1

NATIONAL COUNCILS

Title

1. There shall be 2 National Councils
 - (a) National Operations and Customer Services Council and
 - (b) National Maintenance Council.

Scope

2. Excepting those specifically covered by other collective bargaining machinery, all employees within Network Rail whose terms and conditions are regulated by joint agreements with trade unions are within the scope of their respective Council.

Membership

3. The company's side shall be comprised of not more than nine representatives appointed by Network Rail.

4.a Operations & Customer Services National Council

The employees' side shall be comprised of not more than nine representatives appointed by the trade unions on the basis of a maximum of 4 x RMT, 3 x TSSA and 2 x Amicus/Confederation of Shipbuilding & Engineering Union. This does not include the officials employed by the Trade Union, (maximum one per Trade Union).

4.b Maintenance National Council

The employees' side shall be comprised of not more than ten representatives appointed by the trade unions on the basis of a maximum of 5 x RMT, 3 x TSSA and 2 x Amicus/Confederation of Shipbuilding & Engineering Union. This does not include the officials employed by the Trade Union, (maximum one per Trade Union).

5. Each employees' side representative shall be either a full-time paid trade union official or an employee of Network Rail within the constituency relevant to the specific National Council.

Purpose

6. The purpose of the Council shall be:

(1) to provide a forum for negotiation on Network Rail wide questions within the scope of the Council, including:

- . general pay and allowances
- . remuneration systems and grade structures
- . general conditions of employment
 - basic/standard working time
 - leave entitlements
 - promotion, transfer, redundancy and resettlement arrangements
 - sick pay arrangements
 - travel (other than safeguarded)
 - in maintenance, job descriptions (subject to Annex 3, paragraph 10)

Agreements reached by the Council upon such matters shall be referred for implementation to each Area (and equivalent) Council or to the local level as appropriate. Such agreements shall include the extent of discretion to be exercised by Area (and equivalent) Councils or at the local level in implementing the agreement.

(2) to provide a forum for consultation on matters within the scope of the Council on Network Rail wide matters of mutual interest including working practices, discipline, safeguarded travel concessions, welfare, general occupational health standards and equal employment opportunities.

(3) to agree changes to the Agreement, to agree to changes to the constitutions of Area (and equivalent) councils and to agree the representative arrangements at the Area (and equivalent) council level.

7. The Council shall not consider any question or matter which falls outside the purpose set out in paragraphs 6(1), 6(2), and 6(3) or which relates solely to employees within the scope of an individual Area (or equivalent) Council, or which is within the competence of Area (or equivalent) Councils acting jointly to consider (i.e. a Route or Territory issue which can be resolved by one or more Area Councils acting together). Specific issues will only be discussed with the Trade Union who has the appropriate sphere of influence.

8. The Council will hold discussions in a timely manner and endeavour to conclude negotiations by agreement. The procedure is exhausted once negotiations and discussions within the Council have concluded.

Conciliation, mediation, arbitration

9. In the event of a failure to conclude an agreement on a question within the purpose set out in paragraph 6(1), the company's side or a trade union on the employees' side may propose that it be referred for conciliation, mediation or arbitration. Subject to the agreement of the relevant parties to the procedure (and, in the event of the proposal being for mediation or arbitration, agreement to terms of reference also), the question will be so referred to third party conciliation e.g. ACAS if all relevant parties mutually agree to do so, who will be asked to conciliate or to appoint a mediator or arbitrator, as the case may be. There is no obligation on either party to agree this.

Meetings

10. Meetings of the Council shall be held as often as necessary 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 on the employees' side.
11. The Chair and Secretary of the Council will be appointed by Network Rail.
12. An Agenda will be agreed between the Secretary of the Council and the person nominated by the respective Trade Union and will normally be circulated 7 days in advance of the meeting.
13. Non verbatim minutes and key action points will be issued as soon as practicable, but no later than 28 days after each meeting.

Annex 2

AREA COUNCILS (and equivalents)

Title

1. Area/Projects, Engineering and Support Functions Council (the Council).

Scope

2. Excepting those specifically covered by other collective bargaining machinery, all employees within the defined Area (and equivalent) Councils whose terms and conditions are regulated by joint agreements with trade unions shall be within the scope of the Council.

The Councils shall be :

- a. 18 Operations and Customer Services Area Councils: constituency based on the AGM Area.
 - b. 18 Maintenance Area Councils: constituency based on the IMM Area.
 - c. 1 Projects, Engineering and Support Functions Council: constituency based on Support functions.
3. A list of Councils is shown in Appendix 1-3.

Membership

4. The Company's side of each Council shall be comprised of representatives appointed by the Area General Manager (AGM), Infrastructure Maintenance Manager (IMM) / Projects, Engineering and Support Functions' Directors as appropriate.
5. The employees' side shall be comprised of representatives appointed by the relevant trade unions up to the maximum number of representatives as shown in Appendix 1-3.
6. Each employees' side representative
 - a. Shall be an employee of Network Rail within the constituency for which he/she is appointed
 - b. Shall have not less than six months service
 - c. Shall support the Principles laid down in this document
 - d. Shall be a member of a Trade Union party to this agreement.
7. Nominations for appointment to the employees' side shall be submitted by the relevant trade unions to the Secretary of the Council, in accordance with a mutually agreed timetable, normally one month.
8. Each Trade Union to agree their representatives and decide whether it is a 2 or 3 year term of office.

9. The first period of office of representatives under this agreement commences from 3 months after the date of the agreement.
10. Casual vacancies will be filled under the arrangements specified in paragraph 7. 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 position may be covered by co-option.
11. 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 paragraph 6.
12. Changes to representative arrangements will be subject to confirmation by the relevant Network Rail National Council.
13. The purpose of the Council shall be:
 - a. To implement agreements reached by the relevant National Council for implementation at the Area (and equivalent) level
 - b. To remit agreements to the local level for implementation
 - c. To provide a forum for negotiation on collective questions of Area wide (and equivalent) importance affecting employees within the scope of the Council excluding remuneration systems, grade structures and conditions of employment
 - d. To apply agreed promotion, transfer, redundancy and resettlement arrangements
 - e. To consult on Area wide (and equivalent) matters affecting employees within the scope of the Council including performance and business development, working methods and arrangements and reorganisations
 - f. To deal through the avoidance of disputes procedure with collective questions that cannot be resolved at the local level
 - g. To resolve such other questions as appropriate at the Area (and equivalent) level.

Conduct of business

14. The questions referred to under paragraph 13 shall be determined and finalised by the Council. No such questions shall be referred to a higher level unless:
 - a. It relates to an issue that was not considered at the National level
 - b. It relates to a point of clarification that was not explained within a National Agreement
15. The procedure is exhausted once negotiations and discussions within the Council have concluded. However, this does not preclude further discussions between the relevant manager or the Area/Projects,

Engineering and Support Functions' Director(s) as appropriate and a full time paid trade union official to consider what other steps (including third party conciliation) might assist resolution of questions upon which there has been a failure to agree.

16. The Council will establish as necessary joint Area Councils within the same function i.e. Operations and Customer Services or Maintenance. Such forums will deal with the relevant questions and matters, which cross over more than one Area (e.g. Route or Territory matter). Where the business has not identified the need to arrange such forums, a national official of a trade union party to this agreement may make a formal request via the HR Director who shall consider convening a meeting within 21 days. If it is agreed by the HR Director, that such meeting is, in fact, required, this meeting will take place within 21 days of such agreement being made. The principles of paragraph 13 will apply to such forums.
17. Agreements reached by the Council either under the principles of paragraph 16 or by any body that it has established under paragraph 13 will be referred for implementation to the local level. Such agreements shall include the extent of discretion if any to be exercised at the local level in implementing the decision.

Meetings

18. Scheduled meetings will take place 3 times per year but may take place more frequently than this as required.
19. The Chair of the Council will be the AGM/IMM/Projects, Engineering and Support Functions' Director etc as appropriate. The Chair will appoint the Secretary of the Council.
20. An Agenda will be agreed between the Secretary of the Council and the nominated employees' side representatives and ordinarily circulated a minimum of 7 days in advance of the meeting.
21. In addition to Agenda items agreed in 20. above, the following matters shall normally be discussed at every scheduled Area (and equivalent) Council meeting:
 - a. Area/business performance
 - b. Overview of Safety (The discussion on Safety is in addition to the separate Health & Safety Procedures)
22. Non verbatim minutes and key action points will be issued as soon as practicable, but no later than 28 days after each meeting.

Avoidance of disputes

23. In the event of differences of a collective nature which are not settled between local managers and local representatives at the level directly concerned, the procedure set out below shall apply.

24. If an issue is not resolved at the local level either side may refer the question within seven days to the Secretary of the area or equivalent Council.
25. The question will be referred for discussion between the relevant manager and the Council employees' side representatives for the constituency/constituencies concerned.
26. These discussions will normally take place within fourteen days of the reference having been made to the Secretary. If considered appropriate, the question may be referred back to local level for further discussion.
27. If these discussions fail to settle the difference the procedure is exhausted. However, this does not preclude further discussions between the AGM/IMM or Projects, Engineering and Support Functions' manager as appropriate and a full time paid trade union official. If, after exhausting the local and Area procedures, the Area level representatives legitimately believe that it is not within the power or remit of the AGM/IMM to resolve the issue then they can refer it to their National official who, if in agreement with their view, may contact the relevant Employee Relations Specialist to facilitate a meeting with the Route or Territory Director.

Annex 3

LOCAL REPRESENTATION

General principle

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

Representation

2. Local representatives will be elected for constituencies based on groupings as determined within each Area (and equivalent) Council.
3. The boundary of a particular constituency at local level will be related to local circumstances and will normally be based on groups of Operations and Customer Services, Maintenance or Projects, Engineering and Support Functions' grades and match the area of responsibility of a local manager.
4. Representation will normally be on the basis of two representatives for each constituency. By agreement at Area (and equivalent) level, this may be varied to a minimum of one representative and a maximum of three representatives to give an adequate level of representation. Unless specifically agreed, there will be a minimum of two representatives in attendance at each meeting which need not necessarily be from the same Trade Union. It will not be practicable within Operations and Customer Services for normal day to day business to have two representatives in attendance at every meeting. However, where a formal meeting is scheduled two representatives will be released, or co-opted, wherever possible.

Nomination

5. Candidates for nomination as local representatives must:
 - a. have a minimum of six months service
 - b. be currently working within the constituency in question
 - c. be a member of a trade union party to the Procedure within the spheres of influence of the trade union with negotiation rights
 - d. be supported by not less than six nominators from within the 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 relevant Area (and equivalent) Council
 - e. support the Principles of this Procedure.
6. Any employee who satisfies the requirements of 5(a), (b) and (c) will be qualified to nominate a candidate for nomination as a local representative.

7. Nominations for appointment to the employees' side shall be submitted by the relevant trade unions, following elections if appropriate, to the Secretary of the Council, in accordance with a mutually agreed timetable, normally one month.
8. The period of office of local representatives will ordinarily be three years, but they may be re-elected. The period of office may be varied to two years where this is discussed and agreed at Area Council level to accommodate individual trade union requirements.
9. Casual vacancies will be filled under the arrangements specified in paragraphs 5 to 7. 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 remainder of the period for which the office holder was appointed. Those appointed under these provisions shall meet the requirements set out in paragraph 5. Those co-opted shall meet the qualifications set out in paragraphs 5 (a) to (c).

Purpose

10. Maintenance

Items which are for negotiation and items which are for consultation between local representatives and the local manager will remain unchanged.

Any changes to existing arrangements will form part of the Maintenance Joint Working Party Remit with ratification of any changes arising from this to be at the National Maintenance Council.

11. Operations and Customer Services/Projects, Engineering and Support Functions'

Items which are for negotiation and items which are for consultation between local reps and the local manager will remain unchanged, i.e. items for negotiation shall be:

- a. application of agreements reached at other levels within the collective bargaining procedure
- b. the arrangement of working hours, leave, rosters and local allowances
- c. accommodation and welfare.

Items for consultation may include:

- a. local performance and business developments
- b. revised working methods and arrangements
- c. reorganisation within the area of local managerial control; the m local effects of wider reorganisation.

12. A question under paragraph 10 or 11 which is unresolved at local level may be referred to the Area (and equivalent) Council provided it has not already been discussed at that level. Items may be referred back to local level if no agreement has been reached.

Local representative group meetings

13. 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

14. 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.
15. Non verbatim minutes and key action points will be issued as soon as practicable, but no later than 28 days after each meeting.

Appendix 1

List of Area Councils - Operations and Customer Services

	RMT	TSSA	Joint TSSA/AMICUS (ECO grades)	TOTAL	Comments
Scotland East	2	1	0	3	
Scotland West	2	2	1	5	Route Co-located
Great Northern	2	1	0	3	
North Eastern	2	2	1	5	Route Co-located
East Midlands	2	1	0	3	
West Midlands	2	1	1	4	Route Co-located
Manchester	2	1	0	3	
Liverpool	2	1	1	4	
Preston	2	1	0	3	
West Coast South	2	1	0	3	
Thames Valley	2	1	0	3	
Wales + Marches	2	1	0	3	
West Country	2	2	0	4	Route Co-located
West Anglia	2	1	0	3	
Great Eastern	2	2	1	5	Route Co-located
Kent	2	2	1	5	Route Co-located
Sussex	2	2	1	5	Route Co-located
Wessex	2	2	1	5	Route Co-located
Operations and Customer Services Central Functions	1	3	0	4	
Total	37 (+2)	28	8	73 (+2)	

1. Network Rail maintenance transferred to Maintenance representation
2. Functional representation moved to Projects, Engineering and Support Functions'
3. Figures exclude bands 1-4 and controllers who form part of the Management Group Procedure
4. Centralisation of Operational Planning and HQ functions of Operations and Customer Services into one Area Council. Key locations are Leeds, Birmingham and London
5. Where the Route is co-located with an area there is 1 additional seat (i.e. 8 in total)
6. Where only one Operations and Customer Services representative exists, a deputy can attend meetings if the elected representative is unavailable
7. RMT to be given a further 2 representatives to align as they see appropriate within areas but not more than 1 an area. Proposed distribution to be fed back to the company
8. Managed Stations to be represented by the appropriate Operations and Customer Services Area Council

Appendix 2

List of Area Councils – Maintenance

	RMT	TSSA	AMICUS	TOTAL
Scotland East	4	2	1	7
Scotland West	4	3	1	8
Great Northern	4	3	1	8
North Eastern	4	3	1	8
East Midlands	4	3	1	8
West Midlands	4	3	1	8
Manchester	4	2	1	7
Liverpool	4	2	1	7
Preston	4	2	1	7
West Coast South	4	3	1	8
Thames Valley	3	2	1	6
Wales + Marches	3	2	1	6
West Country	3	3	1	7
West Anglia	4	2	1	7
Great Eastern	4	2	1	7
Kent	3	2	1	6
Sussex	3	2	1	6
Wessex	3	2	1	6
Total	66 (+6)	43 (+2)	18	127 (+8)

Full time Trades Union Co-ordinators – Maintenance Organisation

It is understood by all parties that the Maintenance organisation has specific needs in respect of establishing a national Collective Bargaining Procedure and participating in the Joint Working Party to standardise the terms and conditions of employment.

In order to support both challenges, it is agreed that from the start of this agreement, there will be 8 TU co-ordinators (5 x RMT, and 3 X TSSA). These co-ordinators will have no jurisdiction within Operations and Customer Services, or Projects, Engineering and Support Functions'.

The effectiveness of all aspects of the new procedures will be reviewed at the end of the 12-month period.

1. RMT to be given a further 6 representatives to align as they see appropriate within areas. However, this can not be allocated by more than 2 an area. Proposed distribution to be fed back to the company.
2. TSSA to be given a further 2 representatives to align as they see appropriate within areas. Proposed distribution to be fed back to the company.
3. Apprentices to be represented by the appropriate Maintenance Area Council

Appendix 3

List of Area Council - Projects, Engineering and Support Functions'

	TSSA	RMT	TOTAL
Finance Ops and Maintenance	0	0	0
Government & Corporate Affairs	0	0	0
Legal	0	0	0
Strategic Analysis Unit	0	0	0
Enterprise Resource Planning	0	0	0
Corporate Change	0	0	0
Westwood	0	0	0
Finance	0	0	0
Corporate Planning and Regulatory Affairs	0	0	0
Contracts and Procurement	0	0	0
Safety and Compliance	0	0	0
Human Resources	0	0	0
Maintenance and Safety Trainers	0	0	0
Conversion Engineers	0	0	0
Graduates	0	0	0
Foundation Degree Students	0	0	0
Railway Estates	0	0	0
National Delivery Service	0	0	0
MP&I	0	0	0
Engineering	0	0	0
Information Management	0	0	0
Projects WCRM/New Trains/Thameslink/GSM-R	0	0	0
Network Development			
Totals	8	2	10

Representatives to be allocated by Trade Unions

Apprentices to be represented by the appropriate Maintenance Area Council

Appendix 4

NETWORK RAIL PROCEDURE AGREEMENT
GENERAL COLLECTIVE BARGAINING- SPHERES OF INFLUENCE

<u>Grades/Grade Group</u>	<u>Operations and Customer Services/Projects, Engineering and Support Functions' (e.g. Network Rail pre-IMCs)</u>	<u>Maintenance</u>	<u>Comments</u>
Role Clarity Bands 5-8	TSSA RMT	TSSA RMT	
Signallers	RMT	n/a	
Electrical Control Operators	AMICUS TSSA RMT	n/a	
Supervisory staff	TSSA RMT	n/a	
Supervisory Management staff	n/a	TSSA RMT	
Workshop Supervisors	n/a	TSSA RMT	
Clerical staff	TSSA RMT	TSSA RMT	
P&T (Professional & Technical graded staff)	TSSA	TSSA	
S&T 5-6 grades	n/a	TSSA RMT	
S&T 1-4 grades	n/a	RMT	
Permanent Way grades (inc. Welders & URFDO)	n/a	RMT	
Overhead Line staff	n/a	RMT	
E&P staff Plant & Distribution	n/a	RMT AMICUS	
Workshop Conciliation	n/a	RMT AMICUS	
Fault Controllers	n/a	TSSA RMT	Only for those staff covered by General Collective Bargaining
Apprentices	n/a	RMT AMICUS (E&P, Plant & Distribution only)	
Management Group (Role Clarity Bands 1-4/Controllers/ Management Staff)	TSSA	TSSA	Covered by separate Procedure Agreement: Management Grades Collective Agreement

Appendix 6

Superseded Collective Bargaining Procedures

Railtrack	- Procedure Agreement General Collective Bargaining (Dated June 1994)
AMEC	- Recognition Partnership Agreement (Dated 2003)
AMEY	- Procedure Agreement (Dated 1 November 1999)
Balfour Beatty	<ul style="list-style-type: none"> - Procedure Agreement 1 (Dated 1997), covering HQ, Anglia and Kent - Wessex Area (also covered in part by the ex-AMEC Recognition Partnership Agreement following TUPE transfer) - Norwich (ex-GTRM) (also covered in part by 1995 GTRM Bargaining Procedures Agreement 1 (Amended May 1998))
Carillion	- Procedure Agreement 1 GTRM 1995 Bargaining Procedures (Amended May 1998)
First Engineering	- Procedure Agreement 1 (Dated 19 January 2003)
Jarvis	<ul style="list-style-type: none"> - Procedure Agreement 1 - (Dated 1 April 1977)
Serco	<ul style="list-style-type: none"> - Procedure Agreement 1 (Dated 2001) – Note, this Procedure also covers Management Staff - Procedure Agreement 1 - (Which applies to Serco railtest)

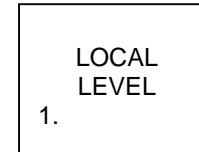
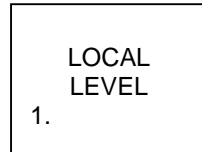
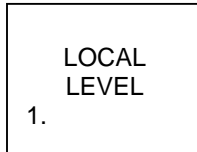
DIAGRAM TO SHOW STRUCTURE OF BARGAINING AND CONSULTATION ARRANGEMENTS

LOCAL LEVEL

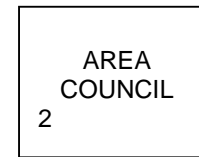
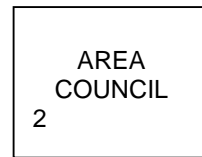
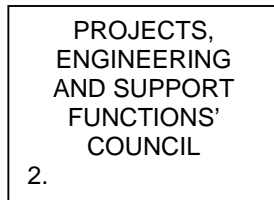
NATIONAL
FUNCTIONS

OPERATIONS and
CUSTOMER SERVICES
(inc. MANAGED STATIONS)

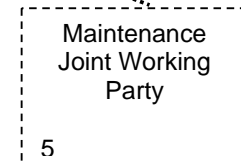
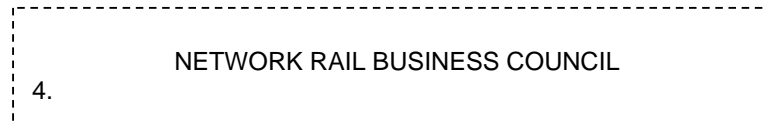
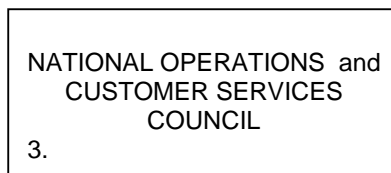
MAINTENANCE



AREA AND EQUIVALENT LEVEL



NATIONAL LEVEL



Key to diagram

1. Local level

- A signalling location, Maintenance Delivery Unit, Managed Station or individual office location. (See paragraph 3, Annex 3)
- Issues that cannot be resolved at this level may be referred to Area, (or equivalent), level for resolution

2. Area level Councils

- There are specific Area Councils for Projects, Engineering and Support Functions', Operations and Customer Services and Maintenance
- Constituencies for Operations and Customer Services Councils are based on the Area General Manager's geographic area of responsibility (AGM) and for Maintenance on the Infrastructure Maintenance Manager's (IMM) geographic area of responsibility
- The constituency of the National function's Council covers all employees within Corporate Services, Safety and Compliance, Engineering, Major Projects and Investment.
- The Managed Stations employees are covered by the relevant Operations and Customer Services Council

3. National level

- The national level Councils provide a forum to negotiate separately on Operations and Customer Services and Maintenance wide issues such as pay, terms and conditions, and to discuss other matters such as safety

4. Business Council

- A forum to offer the opportunity to discuss company-wide business matters etc.

5. Maintenance JWP

- A forum to discuss and make proposals to the National Council regarding standardisation of maintenance terms and conditions of employment.