

1. PURPOSE

To support EWS (“the Company”) and EWSI business objectives and provide a structured means of effective communication and consultation through collective bargaining between the Company and its engineering employees, using a joint approach.

The parties to the agreement are the Company and the Confederation of Shipbuilding and Engineering Unions (CSEU) (“the Parties”).

2. SCOPE

The Agreement covers all Engineering staff.

3. GENERAL PRINCIPLES

- *This collective bargaining Agreement is designed to add value to the business of EWS and contribute to the achievement of the Company’s objectives.*
- *The Parties recognise that Company success is essential to achieving, maintaining and improving good levels of pay and benefits, which reward staff for their contribution.*
- *The Parties agree to work together to explore ways of securing new business and retaining existing customers through improvements to service, quality and good organization.*
- *The Parties jointly recognise the need to encourage staff to undertake training and development to improve skills, versatility and customer service standards.*
- *Both parties are committed to make every effort to resolve issues and avoid disputes by working to the agreed procedure. It is accepted that matters in question should be discussed and resolution sought at the lowest possible level.*

4. FRAMEWORK FOR DIALOGUE AND AGREEMENT

In pursuance of these principles, this Agreement provides for representation at local and national level.

- **Local Area Representation**
The Agreement provides for Local Area representation as outlined in Appendix A.
- **Engineering National Council**
The Agreement provides for National Council representatives as outlined in Appendix B.

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. Every endeavour will be made by all Parties to resolve matters through the agreed procedures contained in this Agreement.

5. SUPPORTING THE OBJECTIVE OF STRUCTURED COMMUNICATION

- ***Personal Skills Development***

The Parties to the Agreement jointly agree to the development and training of staff representatives and managers, to enable them to understand the spirit of this Agreement and their respective roles within it. Training qualifications to adopt to NVQ (or equivalent) standards where appropriate.

- ***Communication***

Within the bounds of commercial confidentiality, the Parties jointly encourage open channels of communication. All employees will be kept informed of what is happening in the Company, how we are performing and what is planned for the future. We must aim to build a company with which people can identify and to which we can all feel commitment. Information and views will flow freely upward, downward and across the company. Employees to be kept updated through Team Briefings, effective co-operation with Local Area Representatives and written communications such as the Company Paper, and communication briefs.

6. SUPPORTING GOOD INDUSTRIAL RELATIONS

- ***Staff Representative Activities***

The Company is committed to providing adequate time off and adequate facilities for elected staff representatives to fully undertake their role within this Agreement provided always that the operational needs of the Company are not prejudiced. Line Managers' agreement to release employees to undertake their duties as staff representatives will not be unreasonably withheld.

Staff representatives will receive their agreed rate of pay and conditions whilst undertaking their duties within this Agreement.

Examples of staff Representatives' Activities

- *Disciplinary Matters*
- *Individual Grievance Policy*
- *Local Area / National Representative Duties - (includes training for their duties)*
- *Union Learning representatives*

• ***Trade Union Activities***

Where an employee of the Company is involved in Trade Union Activities not related to this Agreement, then their release from duty will be dependent on the nature of the request and the operational needs of the Company. Time off for Trade Union activities will be unpaid and will be granted or denied in accordance with the terms of the ACAS Code of Practice and/or as agreed between both parties.

Examples of other trade union activities

- *Voting in Union Elections*
- *Attending Branch meetings*
- *Meetings of official policy making bodies i.e. Executive Committee's*
- *Union Conference*
- *Union Schools*

7. REVIEW

A review of these arrangements will be undertaken following 12 months from the implementation of this Agreement

8. DURATION

Either party may give six months' notice to terminate this Agreement.

APPENDIX A

Arrangements for Local Representation

GENERAL PRINCIPLE

1. *The general principle underlying the machinery is that local issues/policies and questions should be discussed and decided at the lowest level possible. In this agreement 'Local Manager' will be the Area Engineer (or equivalent) or their nominee.*

REPRESENTATION

2. *Local area representatives and Area Organisers will be elected for constituencies based on groupings agreed by the National Council.*
3. *The boundary of a particular constituency at local level will be related to the local circumstances and be within the Area Engineers geographic boundary.*
4. *Representation will be on the basis outlined at the end of this Appendix.*

ELECTIONS

5. *Candidates for election as local area representatives and Area Organisers must:*
 - (i) *normally, have a minimum of twelve months' employment with EWS/EWSI*
 - (ii) *be currently working within the constituency in question;*
 - (iii) *be a member of the CSEU;*
 - (iv) *be supported by not less than five nominators from within the constituency in question. (In the event of there not being five qualified nominators within a constituency, the arrangements for nomination shall be determined by the functional council).*
6. *Any employee who satisfies the requirements of 5(i), (ii) and (iii) will be qualified to nominate a candidate for election as a local representative.*
7. *Elections will be by secret ballot of employees who are members of the CSEU and who work within the constituency.*
8. *The period of office of local area representatives and Area Organisers will be two years, but they may be re-elected.*

9. *Casual vacancies will be filled under the arrangements specified in paragraphs 5 to 7 above. A representative elected to fill a casual vacancy will hold office for the remainder of the period for which his/her predecessor was appointed.*

PURPOSE

10. *The subjects for communication and dialogue between Local Area representatives and the local manager shall be:*
- (i) implementation of agreements reached at the National Council.*
 - (ii) the arrangements of working hours;*
 - (iii) local performance and business developments;*
 - (iv) revised working methods and arrangements;*
 - (v) re-organisations within the area of local managerial control and determining; the local effects of wider reorganisations;*
 - (vi) accommodation and welfare.*
11. *In the spirit of this Agreement, there must be proper communication and dialogue jointly at local level to resolve issues of concern. The aim is to resolve problems at local level. Local failures to agree should initially be dealt with by the Area Organiser with the assistance of the local full time trade union officer if required. If the issue(s) remains unresolved then the avoidance of disputes procedure will be invoked.*
12. *A matter of concern to an individual employee shall not be raised through this procedure but through the Company policy on individual grievance.*

LOCAL AREA REPRESENTATIVE GROUP MEETINGS

13. *Joint meetings of local area representatives may be held for the purpose of dealing with issue/policies and questions affecting more than one local constituency.*

The representatives concerned will meet the appropriate local managers at a time and place to be decided at the relevant time.

ADMINISTRATION

14. *Meetings between local area representatives and the local manager will take place at least on a quarterly basis. Regular discussions will take place to keep representatives updated on current issues within the Company or related to their area of work. Every effort will be made to allow local area representatives to engage in discussions between them.*

15. *Appropriate, agreed records/minutes will be issued as soon as practicable after each meeting (generally within 14 days).*
16. *Local area representatives will not meet with local managers on a formal basis on their own. They will be supported on a cross / cover basis, accompanied by an Area Organiser or alternatively seek co-option from the employees affected.*
17. *Following an agenda being submitted, a meeting will normally be held within 14 days.*
18. *Agreed records/minutes from local meetings, which have taken place, should be copied to the Area Organiser and Area Engineer to ensure that local meetings are taking place in accordance with paragraph 14 and 15*

Each Area will have a relevant plan of action agreed for workplace arrangements, health and safety and continuous improvement.

LOCAL REPRESENTATION

19. *Local representation shall be based on the organisational structure of the Company from time to time: currently there will be seven Areas each having an Area Organiser and a number of Local Area representatives.*

<i>Area</i>	<i>Area Organiser</i>
<i>Scotland & Borders</i>	<i>1</i>
<i>West Midlands</i>	<i>1</i>
<i>South Wales</i>	<i>1</i>
<i>North East</i>	<i>1</i>
<i>East Midlands</i>	<i>1</i>
<i>Western</i>	<i>1</i>
<i>London North/South</i>	<i>1</i>

The present structure will have a total of 14 Local Area representatives within Engineering. Consideration will be given to geographical locations, dedicated business needs and depot size and will also take account of the needs of Commercial Maintenance, Major Depots & Buildings & Infrastructure. The National Council as set out in Appendix B paragraph 2 and 7(iii) will determine the distribution of Local Area representatives.

The Area Organiser will be responsible for organising local Area representation within his/her Area.

The Area Organiser and Local Area representatives will be able to be a health and safety representative or Lifelong learning representative, if required.

In the circumstance where there is no Local Area representative available, the relevant Area Organiser will fulfil this role.

Area Organisers to meet on a quarterly basis or as required.

APPENDIX B

Arrangements for National Council Representation SCOPE

1. *Engineering employees of EWS/EWSI whose terms and conditions are regulated by joint agreements with the parties to this Agreement shall be within the scope of the Council.*

CONSTITUTIONAL ARRANGEMENTS

2. *The Council will be responsible for discussing and agreeing matters related to the constitution, constituencies and representational arrangements.*

MEMBERSHIP

3. *The Employer's Side shall comprise representatives appointed by the Chief Executive.*
4. *The Staffs' Side shall comprise of 1 Area Organiser (who will be elected by the Area Organisers to be Lead National Organiser) plus 3 Area Organisers who will be the nominated representatives to meet with management to discuss Company business.*
5. *The period of office of Staffs' Side representatives will be two years, but they may be re-appointed.*
6. *An Area Organiser appointed to fill a casual vacancy will hold office for the remainder of the period for which his/her predecessor was appointed.*

PURPOSE

7. *The National Council will have the sole authority in relation to discussions and decision making for the following issues:*
 - (i) *Pay and remuneration;*
 - (ii) *Related terms and conditions of employment;*
 - (iii) *Boundary and / or constitutional changes.*

Agreements reached by the Council upon such questions will be referred for implementation to the local level as appropriate. Such agreements

shall specify the extent of discretion to be exercised at the local level in implementing the Agreement. Local agreements which fall outside the parameters laid down by National Council will be null and void.

CONDUCT OF BUSINESS

8. *The Council shall not consider any question or matter which falls outside the purpose set out in paragraph 7 unless agreed between the parties to this Agreement.*
9. *The questions referred to the Council under paragraphs 7 shall be determined and finalised by the Council. The parties jointly agree to ensure proper dialogue and communication is undertaken to ensure agreement between all parties.*
10. *The Staffs' Side Company representatives can be assisted by an appropriate full time paid trade union official in the following circumstances:-*
 - (i) *if they so request; or*
 - (ii) *if the Company Side so requests.*

MEETINGS

11. *Meetings will take place at least on a quarterly basis. Meetings will be held in either Functional or Bargaining Group mode as appropriate to the business being undertaken.*
12. *The agenda will be agreed between the Secretary of the Council and the relevant Staffs' Side Lead Organiser. Meetings will provide a forum to improve communications and understanding between all parties.*
13. *Appropriate agreed records will be issued as soon as practicable after each meeting (generally within 14 days).*
14. *Following an agenda being submitted, a meeting will normally be held within 14 days.*

AVOIDANCE OF DISPUTES

15. *In the spirit of this Agreement, there must be proper communication and dialogue between the parties to resolve issues of concern. These issues of concern should be discussed and decided at the lowest possible level.*
16. *In the event of differences of a collective nature which are not settled between local managers and local area representatives, including the*

involvement of the Area Organiser and the local full time trade union officer if required, the procedure set out below shall apply:-

- (i) Following a recorded failure to agree at the local level either side may refer the question within 14 days to the Secretary of the Council.*
- (ii) Further discussions will be arranged at local level and will be supported by Senior Engineering Manager(s) and the Lead National Council Organiser (or nominee) with the assistance of a full time trade union officer if required.*
- (iii) These discussions will normally take place within 14 days of the reference having been made.*
- iv) If there is no resolution of an issue at local level, the issue will then be referred to the National CSEU Officers of the Railway Sub-Committee or appropriate National Officers of the affiliated unions. Negotiations to seek a resolution will then take place with the Chief Executive Officer or a Functional Director of the Company. This will be the final stage in the procedure.*
- v) In the absence of the exhaustion of the final stage in procedure, both parties will refrain from any action.*
- iv) In the event of discussions in the final stage in procedure failing, it is agreed that meaningful consideration will be given whether the issue in dispute may be referred to arbitration, if both parties mutually agree.*