

NETWORK RAIL

PROCEDURE AGREEMENT HEALTH, SAFETY AND WELFARE AT WORK

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 and Unite/ Confederation of Shipbuilding and Engineering Unions.

Object

2. The purpose of this Agreement is to provide a procedural framework for dealing with matters related to health, safety and welfare at work in Network Rail in accordance with the Health and Safety at Work etc. Act, 1974 and the Safety Representatives and Safety Committee Regulations, 1977, as amended by the Management of Health and Safety at Work Regulations, 1992.

Scope

3. This agreement supersedes previous Health and Safety at work procedures in Network Rail and former IMC's who transferred into Network Rail. Details of these are shown in Appendix A.
4. Employees within the scope of the General Collective Bargaining Procedure and the Management Grades Collective Bargaining Procedure shall be within the scope of this Agreement.

Principles

5. The parties to this Agreement recognise the paramount importance of health, safety and welfare at work and the positive contribution that health and safety representatives make.

Improvements in health and safety performance can only be achieved if there is full co-operation and commitment from all employees and managers.

Health and safety representatives and the health and safety committee/council structure have vital roles to play in developing this commitment at all levels.

6. Employees are to be positively encouraged to bring to the attention of managers and health and safety representatives any problems or concerns relating to health and safety at work: they should do this as soon as they become aware of a problem.

To achieve maximum involvement in health and safety, especially at local level, managers will discuss health and safety matters with their employees on a regular basis. These arrangements are supplementary to the functions of health and safety representatives as described in the Safety Representatives and Safety Committee Regulations, 1977, and shall not be used as an alternative.

7. It is acknowledged that the Health and Safety at Work etc. Act, 1974 imposes duties on employees and managers and that a number of Regulations have subsequently expanded the principles of the Act to address particular hazards such as electricity, noise, and substances hazardous to health; the provision and use of equipment at work; the requirement for notification of accidents to employees, dangerous occurrences and arrangements for inspections and consultation involving health and safety representatives.
8. It is a fundamental principle of this Agreement that health, safety and welfare matters must be resolved at the lowest level consistent with authority and accountability.

Every effort is to be taken to provide that matters raised are resolved at the appropriate level. Any issues that cannot be resolved at the lowest level may be referred to the Area Health, Safety and Welfare Committee.

Purpose

9. The purpose of this Agreement is to :
 - (i) support the delivery of consistently improved health, safety and welfare performance within Network Rail
 - (ii) encourage the appointment and work of health and safety representatives and the participation of all employees in the continuing improvement of health, safety and welfare for employees, customers and the general public.
 - (iii) put in place sound arrangements to discuss and resolve health, safety and welfare matters
 - (iv) discharge statutory duties related to health and safety at work effectively.

The Agreement

10. The parties agree that matters related to health, safety and welfare will be addressed under the procedure set out in the annexes to this Agreement.
11. The Agreement shall take effect on (Date xxxx)

Signed on behalf of:
Network Rail

National Union of Rail, Maritime and
Transport Workers

Peter Bennett

Bob Crow

Unite on behalf of CSEU

Transport Salaried Staffs' Association

Bob Rixham

Gerry Doherty

Annex 1.

NATIONAL HEALTH, SAFETY AND WELFARE COUNCIL

1. A Network Rail National Health, Safety and Welfare Council (the Council) shall be established to consider company wide policies and principles related to health, safety and welfare at work covering the totality of Network Rail's business and employees.
2. The business of the Council when dealing with such matters will be separate and distinct from the business of the Councils associated with general collective bargaining as defined in the Procedure Agreement : General Collective Bargaining and the Procedure Agreement : Management Grades Collective Bargaining.
3. At Council meetings, the company's side shall comprise not more than ten representatives appointed by Network Rail.
4. The employees' side shall comprise 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 Unite/CSEU. In addition, each trade union may appoint one official employed by the union and one employee of the trade union who is a Health and Safety specialist.
5. Each employees' side representative shall be either a paid official of the trade union or an employee of Network Rail.
6. The purpose of the Council shall be to :
 - (i) discuss, develop and implement the health, safety and welfare programmes and safety policies related to the totality of Network Rail's business and its employees
 - (ii) monitor health, safety and welfare strategies and standards with the objective of promoting health, safety and welfare through management and employees' co-operation
 - (iii) review and discuss the general safety performance of the business
 - (iv) review and discuss emerging trends in the context of the health of employees
 - (v) consider important matters of principle
 - (vi) consider the issues which remain unresolved and have been referred to the Secretary.
7. The Council may at any time establish a sub-group to consider and undertake any specific task as directed. The membership, remit, timescales and reporting arrangements for any such sub-group shall be determined by the Council.
8. Meetings of the Council will be held periodically and not less than four times a year. Further meetings shall take place as necessary and within twenty eight days of a request being made either by the company's side or by a trade union on the employees' side.
9. The Chair and Secretary of the Council will be appointed by Network Rail.

10. Agenda items are to be sent to the Secretary 14 days before the meeting. An Agenda will be agreed between the Secretary of the Council and a person appointed by each of the respective trades unions and will be circulated, together with any supporting documentation, seven days in advance of the meeting. Minutes and actions points will be circulated within 28 days.

Annex 2.

AREA / FUNCTIONAL HEALTH, SAFETY AND WELFARE COMMITTEES

1. Each Network Rail Area or Area equivalent shall establish a health, safety and welfare committee, to deal with matters with Area wide or functional equivalent implications or which have been referred to it because of differences at local level. In addition, there will be two Headquarters functions committees.

There shall be separate Area Committees for Operations and Area equivalent Committees for Infrastructure Maintenance, and Projects, Engineering and Support Functions.

2. Each Area and equivalent Committee shall comprise of:
 - (i) the appropriate senior managers from the Area or function. The chairperson will normally be the Area General Manager (for Operations & Customer Services), an Infrastructure Maintenance Delivery Manager (for Maintenance) or Headquarters functional manager.
 - (ii) health and safety representatives as set out in the following appendices :
 - a) Operations and Customer Services – Appendix B
 - b) Infrastructure Maintenance - Appendix C
 - c) Projects and Engineering – Appendix D
 - d) Corporate and Support Functions – Appendix E
3. The purpose of the Committees shall be to keep under review the effectiveness of measures taken to protect the health and safety at work of employees within its scope, including issues escalated from local level (see paragraph 1 above) and to promote co-operation between Network Rail and employees in instigating, developing and carrying out such measures.
4. The Committee shall meet on a frequent basis and in no case less than four times a year. Further meetings shall take place as necessary and within twenty eight days of a request being made either by Area / functional management or by a trade union party to this Agreement. Agenda items are to be sent to the Secretary 14 days before the meeting.

An Agenda will be agreed between the Secretary of the Committee and the person appointed by the respective trades unions and will be circulated, together with any supporting documentation, seven days in advance of the meeting. Minutes and actions points will be circulated within 28 days.

5. Where a matter also concerns an adjoining Area, arrangements may be made for the relevant Area level committees of Operations or Maintenance to meet on a joint basis. The need for such joint meetings should be reviewed by the Manager(s) chairing the committees in discussion with the health and safety representatives, (as per paragraph 2(ii) above).

6. The matters referred to under paragraph 1 above shall be determined and finalised by the Committee. Such matters shall not normally be referred to a higher level. If, these discussions fail to settle the difference the procedure is exhausted.
7. However, if after exhausting the local, Area or functional equivalent procedures in paragraph 6 above the representatives legitimately believe that it is not within the remit of the IMDM / AGM or functional equivalent manager to resolve the issue, 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 functional equivalent director.
8. Separate to the Area Committees within each function detailed above, a "Route" based Committee meetings shall be held at least once a year specifically for the purpose of addressing cross functional safety matters that affect employees in both the Operations and Maintenance Committees within the same Route. Further meetings shall take place as necessary and within twenty eight days of a request being made either by Area / functional management or by a trade union party to this Agreement.

The respective Operations and Maintenance Area Committee representatives within the boundaries of the relevant Route will be entitled to attend such meetings which will normally be chaired by a Route Director.

An Agenda will be agreed between the Secretary of the Committee and the person appointed by the respective trades unions and will be circulated, together with any supporting documentation, seven days in advance of the meeting.

Minutes and actions points will be circulated within 28 days.

Annex 3.

NETWORK RAIL LOCAL HEALTH AND SAFETY REPRESENTATIVES

1. A trade union appointing a local health and safety representative shall advise the local manager in writing of the appointment and also when the appointment ceases.
2. A local health and safety representative must normally have been employed by Network Rail for at least two years or have been employed by Network Rail for at least six months and have had at least two years' experience in similar employment to that of the employees they are to represent.

A health and safety representative may only be appointed with under two years' experience in accordance with the guidance to the Safety Representatives and Safety Committee Regulations, 1977.

3. The boundaries of the workplace to be covered by health and safety representatives will normally be the Area / function controlled by the local manager within which there will be a health and safety representative(s) for each constituency.

In the event of failure to agree locally, the matter will be resolved by the appropriate Area or functional health and safety committee.

4. The health and safety representatives' constituencies will be agreed at Area / functional Committees, taking account of such circumstances as the number of employees represented, shift patterns, type of work activity etc.

Such constituencies to be based on the 'Spheres of Influence' as laid down in Appendix 4 of the Procedure Agreement: General Collective Bargaining (See Appendix F) and the Management Grades Collective Bargaining Procedure. Trades Unions party to this agreement are eligible to submit nominations for health and safety representatives in appropriate constituencies.

Each trade union party to this Agreement will normally appoint not more than one health and safety representative from amongst the grades of employees they represent per constituency.

5. Employees medically restricted from certain areas shall not carry out the functions of health and safety representatives in those areas.

Subject to the provisions of the Disability Discrimination Act a restricted person shall not be appointed as a health and safety representative if his/her functions upon appointment would entail him/her being placed at risk from which he/she has previously been removed on medical grounds or for safety reasons.

6. Bearing in mind the minimum prescribed period between inspections of the workplace (four times per annum) and the need to maintain adequate health and safety representation in the workplace, if an appointed health and safety representative is not available for an extended period, the trade unions concerned will be entitled to make a temporary appointment to cover the period of absence.
7. The functions of local health and safety representatives shall be as set out in Safety Representatives and Safety Committees Regulations, 1977 as amended by the Management of Health and Safety at Work Regulations, 1992.
8. The local managers should meet with local health and safety representatives on a frequent basis but not less than four times a year.

Meetings will be held within seven days of a specific request for a meeting. Where the matter concerns employees controlled by other functional managers or other Areas, the relevant health and safety representative shall be invited to the discussion.

9. Emergency meetings shall be held upon request to discuss matters considered by the health and safety representative(s) concerned to constitute a serious and imminent risk to health and safety at work.
10. Note takers for meetings will be provided by management, to record non verbatim notes and key action points which will be circulated within 28 days.

Copies of such notes will be forwarded to the health and safety representatives concerned, posted on appropriate health and safety notice boards and filed in a health and safety library.

11. Any matters raised by local health and safety representatives or trades unions between normal meetings shall be reported to the next meeting.
12. If a matter is not resolved at local level it may be referred to the Area or functional committee level as follows:
 - (i) if considered urgent - to the Area General Manager, Infrastructure Maintenance Delivery Manager or functional manager concerned, or his/her nominee
 - (ii) if not considered urgent - to the secretary of the appropriate Area or functional health, safety and welfare committee.

The matter may be so referred by either of the parties concerned.

13. In the event of an urgent health and safety problem not being resolved locally or at Area level, the head office of the trade union may bring it to the attention of the Secretary of the Network Rail Health, Safety and Welfare Council in order that the necessary discussions can be arranged as appropriate.
Progressing an issue this way will be the exception rather than the norm.

Annex 4.

GENERAL ARRANGEMENTS

Reference to “the Regulations” means the Safety Representatives and Safety Committees Regulations, 1977 together with the associated Code of Practice and Guidance Notes, as amended by the Management of Health and Safety at Work Regulations, 1992

Workplace Inspections

1. Programmes for the routine inspection of the workplace, or part of it, which should take place each quarter throughout the year in accordance with the Regulations, will be agreed between the local manager and the local health and safety representative concerned. In the event of a failure to agree a programme of inspections, the health and safety representative may refer the matter to his/her trade union.
2. In the case of local health and safety representatives representing employees who work on or over running lines, the boundary of the workplace Area to be covered by each health and safety representative for programmes of inspection will be agreed between the local manager and health and safety representative(s). In the event of a failure to agree the matter will be resolved by the appropriate Area Health and Safety Committee.
3. Special attention is to be given so that all the places at which employees represented by the health and safety representative are likely to work are covered for the purpose of the Regulations. In the event of a health and safety representative identifying a health, safety or welfare problem in an Area / function other than that for which he/she is appointed, they may raise the matter with the responsible manager.
4. Health and safety representatives may conduct a special inspection of a workplace, or relevant part of it where there has been a significant change in the conditions of work caused by the introduction of new equipment or work processes since the last routine inspection.
5. Where employees engaged in their work are involved in a notifiable accident or dangerous occurrence or a notifiable disease has been contracted, health and safety representatives for the employees concerned may as part of their investigation, carry out a special inspection of the relevant workplace in accordance with the Regulations.
6. Local managers will provide an adequate supply of inspection forms and report forms for the use of health and safety representatives. A copy of each completed form will be retained by the health and safety representative concerned.
7. Local health and safety representatives shall report matters upon which corrective action is sought on the appropriate report form, but if the need for corrective action is urgent, the matter may be reported orally in the first instance.

8. Upon receipt of a written report requesting corrective action, the local manager will notify the health and safety representative within fourteen days of the action taken. Where remedial action is not considered appropriate or cannot be taken within a reasonable period of time, the local manager shall explain the reasons in writing to the health and safety representative.

Provision of Information

9. Health and safety representatives will be provided with any information required to be supplied under any relevant statutory provision or which they may reasonably require to fulfil their functions, including information on any health or safety hazards and the measures necessary to eliminate or control them etc. in accordance with the Regulations.
10. Local managers will also supply health and safety representatives with such information as required in relation to accidents or instances of work related ill health to those they represent, and any dangerous incidents that have occurred.
11. Subject to giving reasonable notice to the local manager, health and safety representatives shall be entitled to inspect and take copies of any document relevant to the workplace of those he/she represents which Network Rail is required to keep, to comply with its safety obligations.
12. Libraries of health and safety information will be provided and maintained by local managers, allowing access by the local health and safety representative as required. In addition, computer access will allow the ability to obtain wider information from both the internet and Network Rail intranet.
13. The details of the methods of communication and the methods for the provision of information for individual health and safety representatives shall be agreed between local managers and the individual representatives. These methods shall provide for timely and efficient communications and access to information.

Facilities and Time

14. Local managers will provide health and safety representatives with reasonable access to suitable office facilities, including a desk, telephone, photocopier, notice boards and IT equipment. They will also provide adequate and secure storage facilities for all correspondence, papers, books etc. that the health and safety representatives may wish to retain for record or reference purposes.
15. Local managers will afford health and safety representatives such time away from normal duties with pay as is necessary to undertake the planned and agreed programme of inspections and to attend planned and agreed health, safety and welfare meetings.

16. Subject to giving the local manager the maximum possible notice, health and safety representatives will be afforded such time away from normal duties with pay as is necessary to discharge their other functions, including time to consult those they represent on a particular issue, time to consider any health and safety documentation /information, and time to undertake any necessary correspondence.

Training Courses

17. Subject to giving the local manager the maximum possible notice, health and safety representatives will be afforded such time away from normal duties with pay as is necessary to attend such courses on health and safety at work matters as are agreed to be reasonable by the parties to this Agreement.

18. Reimbursement of expenditure reasonably and necessarily incurred by a local health and safety representative associated with the attendance at agreed health and safety at work courses will be granted by the local manager.

19. Health and Safety Representatives will be permitted to attend training courses as follows:

- TUC Stage 1 course, on appointment or shortly thereafter
- TUC Stage 2 course
- Courses equivalent to TUC Stage 1 and TUC Stage 2 course run by the individual Trade Unions.
- Other courses as may be agreed from time to time by the National Council as being relevant.

Appendix A

Superseded Health and Safety at Work Procedures

Railtrack	- Procedure Agreement Health and Safety at Work (Dated 1 April 1994)
AMEC	- Partnership Agreement 3, Health & Safety at Work (1993)
AMEY	- Procedure Agreement 2, Health & Safety at Work (Dated 1 November 1999)
Balfour Beatty	- Procedural Agreement – Relating to the implementation of The Safety Representatives and Safety Committees Regulations, 1977 (Dated January 2003)
Carillion	- Procedure Agreement 2, Health & Safety at Work (GTRM 1995 Bargaining Procedures) (Dated 1 October 2003)
First Engineering	- Procedure Agreement 2, Health & Safety at Work (Dated 19 January 2003)
Jarvis	- Procedure Agreement 2, Health & Safety at Work (Dated 1 April 1977)
Serco	- Procedure Agreement 2, Health & Safety at Work (Dated 2001)

List of Area Committees - Operations and Customer Services

	<u>RMT</u>	<u>TSSA</u>	<u>UNITE</u>	<u>TOTAL</u>
Scotland	4	2	1	7
Great Northern	2	1	0	3
North Eastern	2	1	1	4
Midlands and Continental	2	1	0	3
West Midlands	2	1	1	4
LNW Central	2	2	1	5
Lancs and Cumbria	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	1	0	3
Anglia	2	2	1	5
Kent	2	1	1	4
Sussex	2	1	1	4
Wessex	2	1	1	4
CTRL	2	1	1	4
Operations and Customer Services Central Functions	1	3	0	4
Total	35	22	9	66

Notes:

1. Managed Stations to be represented by the appropriate Operations and Customer Services Area Council.

LIST OF DELIVERY UNIT COMMITTEES : INFRASTRUCTURE MAINTENANCE

AREA EQUIVALENT COUNCILS	DELIVERY UNITS INCLUDED	RMT	TSSA	UNITE	NUMBER OF REPS
HQ	HQ Functions	2	3		5
ANGLIA	Colchester	2	1	1	10
	Romford	2	1		
	Tottenham	2	1		
KENT	Ashford	2	1	1	10
	Orpington	2	1		
	London Bridge	2	1		
WESSEX	Woking	2	1	1	10
	Eastleigh	2	1		
	Clapham	2	1		
SUSSEX	Croydon	2	1	1	7
	Brighton	2	1		
WESTERN - West	Plymouth	2	1	2	14
	Bristol	2	1		
	Cardiff	2	1		
	Shrewsbury	2	1		
WESTERN - East	Swindon	2	1	1	7
	Reading	2	1		
LNE - North	Newcastle	2	1	2	14
	York	2	1		
	Leeds	2	1		
	Sheffield	2	1		
LNE - South	Doncaster	2	1	1	10
	Lincoln	2	1		
	Hitchin	2	1		
MIDLAND & CONTINENTAL	Derby	2	1	1	7
	Bedford	2	1		

AREA COUNCIL	DELIVERY UNITS INCLUDED	RMT	TSSA	UNITE	TOTAL NUMBER OF REPS
LNW - South	Stonebridge Park	2	1	2	17
	Bletchley	2	1		
	Stafford	2	1		
	Saltley	2	1		
	Sandwell & Dudley	2	1		
LNW - North	Crewe	2	1	2	17
	Chester	2	1		
	Manchester	2	1		
	Preston	2	1		
	Carlisle	2	1		
SCOTLAND	Motherwell	2	1	2	14
	Glasgow	2	1		
	Perth	2	1		
	Edinburgh	2	1		
TOTAL		82	43	17	142

Notes:

1. Representatives to be allocated by Trade Unions.
2. Apprentices to be represented by the appropriate Maintenance DU Council

List of Area Council : Projects and Engineering

National Delivery Service
Infrastructure Investment
Engineering
Projects WCRM/Thameslink/CrossRail/ GSM-R - FTN
Totals

TSSA	RMT	TOTAL
6	3	9

Notes:

1. Representatives to be allocated by Trade Unions

List of Area Council : Corporate and Support Functions

	TSSA	RMT	TOTAL
Government & Corporate Affairs			
Legal Services			
Strategic Change			
Westwood			
Finance			
Planning and Regulation			
Strategic Sourcing			
Safety and Compliance			
Human Resources			
Commercial Property			
Information Management			
Network Development			
Totals	2	1	3

Notes:

1. Representatives to be allocated by Trade Unions
2. Apprentices to be represented by the appropriate Infrastructure Maintenance DU Council

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	Unite 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 Unite	
Workshop Conciliation	n/a	RMT Unite	
Fault Controllers	n/a	TSSA RMT	Only for those staff covered by General Collective Bargaining
Apprentices	n/a	RMT Unite (E&P, Plant & Distribution only)	
Management Group (Role Clarity Bands 1-4/Controllers/ Management Staff Staff)	TSSA	TSSA	Covered by separate Procedure Agreement: Management Grades Collective Agreement