



National Collective Engagement Framework 2019

High Speed Two (HS2) Limited & Transport Salaried Staffs' Association

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1 Introduction

- 1.1.1 High Speed Two (HS2) Limited (hereafter, 'HS2') and the Transport Salaried Staffs' Association (hereafter, 'TSSA') have a common objective to work together in a spirit of mutual trust and co-operation to achieve fairness and equality in the treatment of employees.
- 1.1.2 HS2 recognises the benefits in trade union membership and encourages employees to participate in the work of the union. It is recognised that such participation can assist in a broader understanding of the Company and provide a positive opportunity for working in partnership.
- 1.1.3 This National Collective Engagement Framework (CEF) agreement is the product of joint discussions. It is aimed at committing HS2 and TSSA to develop and maintain a modern, progressive and constructive approach to employee relations and collective engagement. It facilitates improved structures for meaningful and timely communication to engender and maintain a more inclusive approach to the management of change, and is underpinned by a joint commitment to legacy, maximising economic and social regeneration.
- 1.1.4 Both HS2 and TSSA believe that in jointly adopting the provisions of this agreement, managers, union members and their Representatives will have a real opportunity to positively contribute to the future success of HS2.
- 1.1.5 Both parties agree to make every effort, by joint discussion, involvement and early engagement, to resolve any problems that may arise from time to time as early as possible. Both parties will aim to resolve any issues at the nearest point of the problem in the first instance.

2 Joint Commitments

- 2.1.1 HS2 and TSSA jointly commit to the Company's mission statement and:
- 2.1.2 Delivering the HS2 project
- 2.1.3 Exemplary health, safety and well-being;
- 2.1.4 Respect at work;
- 2.1.5 Exemplary equality, diversity and inclusion policies;

- 2.1.6 Fair and decent terms and conditions of employment in a healthy and safe environment in which people can learn from each other and make the best use of their talents;
- 2.1.7 Provide colleagues with opportunities to develop their skills, experience and qualifications to enhance their employability and have a successful career within HS2;
- 2.1.8 Consult and as appropriate negotiate at an early stage where there are proposals for change;
- 2.1.9 Communicate with each other directly and respectfully when problems arise and endeavour to jointly secure a speedy resolution to problems;
- 2.1.10 Where appropriate, release joint statements on areas of mutual interest or benefit; and
- 2.1.11 Respect each other's responsibilities and rights. For HS2, this includes the right to manage and to ensure the efficient and effective delivery of the HS2 project and services to our customers. For TSSA it is the right to represent, negotiate and promote its members' interests.

3 Scope

- 3.1.1 This agreement applies to all HS2 directly employed staff, Grades 9 to 21. It sets out the agreed protocols for collective engagement, including the provision of information and the procedure for collective consultation and negotiation between the parties.
- 3.1.2 TSSA is the union recognised by HS2 for its directly employed staff. In circumstances where union recognition could transfer to HS2 under TUPE, the HS2 Head of Employee Relations will, at the earliest opportunity, arrange a meeting to discuss the matter with all the parties concerned with a view to reaching agreement on the future operation of this agreement.
- 3.1.3 It is intended that this agreement will compliment, but not supplant, statutory requirements to inform and consult with employees and their recognised trade unions over collective redundancies and the transfer of undertakings.

Contractors HS2 engages in the construction and operation of the railway retain their own relationships with their staff: this Agreement is separate from those arrangements and is not a stage or escalation point in the machinery of negotiations for HS2 or its contractors.

4 Rules of Engagement

4.1.1 Prior to implementing changes to contractual terms and conditions of employment, proposed substantive variation or changes to established work practices or to the way the Company is structured or operates, information will be provided to TSSA which will be consulted at the earliest opportunity and, in any event, prior to any final decisions being taken. Where the parties fail to reach an agreement then the Collective Dispute Resolution Procedure (Annex A) will be adopted and followed.

Consultation and where appropriate, negotiation with the Union will normally be conducted at the appropriate and agreed level in accordance with the provisions set down in this Agreement, HS2 policies, and employment law. TSSA shall at all times endeavour to work within the time scales set by HS2 subject to these being reasonable.

5 Processes for Engagement

- Information sharing;
- Consultation;
- Negotiation; and
- Joint training.

6 Information Sharing

6.1.1 HS2 commits to provide information to TSSA in accordance with the ACAS Code of Practice 2: 'Disclosure of Information to trade unions for collective bargaining purposes'.

7 Consultation

7.1 Process

7.1.1 HS2 and TSSA jointly acknowledge that timely and meaningful consultation is an essential component of successful organisational change and good employee relations. It improves the quality of the outcome of decisions by ensuring they work in practice. Other than in exceptional circumstances that are outside the control of HS2, consultation should commence when proposals are being developed.

- 7.1.2 Consultation should be on-going through the development and implementation stages of change programmes that impact on contractual terms and conditions of employment. Arrangements for on-going consultation should, as a matter of course, be timetabled and agreed at the beginning of the consultation process. This will ensure that the views of TSSA are considered and responded to prior to the implementation of any changes.
- 7.1.3 Where it is necessary for TSSA to consult their members, for example about proposed changes to contractual terms and conditions of employment, sufficient time will be built into the agreed timetable for change so that meaningful consultation may take place and adequate information be provided by HS2 to enable them to do so.

7.2 HS2 Workplace Forum (WPF)

- 7.2.1 The parties to this Agreement believe that the interests of HS2 and those employed in it are best served by there being a shared understanding of the objectives, strategy and performance of HS2; of its operating environment, and of other matters of genuine and mutual interest or concern. One of the ways HS2 will continue to achieve this is through the operation of the HS2 WPF.
- 7.2.2 Under the terms of this Agreement the WPF will constitute the Company's primary machinery for collective consultation. A minimum of two elected and accredited TSSA Representatives directly employed by HS2 will be permanent members of the WPF. These arrangements may be subject to a joint review contingent, for example, on TSSA membership exceeding fifty percent of the Company's directly employed staff.
- 7.2.3 The WPF is aimed at committing management and workplace representatives to develop and maintain a progressive, constructive approach to collective engagement. It will facilitate regular planned, meaningful and timely two-way communication to engender and sustain an inclusive approach to the management of change and fostering a positive climate of employee & industrial relations.
- 7.2.4 The WPF will also constitute a Health and Safety Forum for HS2. As such, Health & Safety will be a standing agenda item at all bi-monthly meetings of the WPF (see WPF Terms of Reference).

8 Negotiation

8.1 Process

8.1.1 Negotiation is a process whereby HS2 and TSSA will seek to reconcile their differences with the overall aim of seeking to reach agreement. Negotiation therefore implies acceptance by both parties that agreement between them is required (or desirable) before a decision is implemented. Implicit in the process of negotiation is willingness to compromise in pursuit of reaching an agreement. However, the parties to this Agreement jointly acknowledge that it is not always possible to reach agreement on every issue (see Collective Dispute Resolution Procedure at Annex A).

8.2 Standard Terms of Reference

- 8.2.1 Collective bargaining will be conducted at a National Level with no more than four representatives from HS2 and TSSA (which may include a paid-official of the union) in attendance. Such meetings relating to pay; hours of work; holiday; proposed substantial changes to contractual terms and conditions of employment must include the following points for discussion:
 - Company or Union case and rationale for proposal;
 - Impact on employees / union members;
 - Proposed date for implementing change; and
 - Schedule of on-going discussions /meetings.

9 Health and Safety

A Health and Safety Committee for the Company will be established (if requested) comprising no more than three representatives from HS2 and TSSA (which may include a paid-official of the union). Health and Safety is already a standing agenda item at all bi-monthly meetings of the WPF and as such will receive reports from the Health and Safety Committee as appropriate/necessary.

10 Equality Diversity and Inclusion

10.1.1 A joint Equality, Diversity and Inclusion Forum (EDIF) for the Company will be established by mutual agreement; it will comprise of no more than three representatives from HS2 and TSSA (which may include a paid-official of the union). The WPF will receive reports from the EDIF as appropriate/necessary.

11 Confidentiality

11.1.1 Whilst valuing good, open and transparent communications, it is accepted by the parties to this Agreement that there may be circumstances in which certain information provided by HS2 and/or the TSSA must be treated in strictest confidence. It is acknowledged that TSSA Representatives may need to make some information available to their members, e.g. in order to explain or consult on the terms of a particular agreement; it is, however, accepted by both parties that from time to time, HS2 or TSSA may request that information is restricted to certain parties or that an embargo is set on the timing for wider disclosure of information. In such circumstances, HS2 and TSSA will clearly define what, why, and for how long information is to remain confidential.

12 Trade Union Representation

- 12.1.1 HS2 acknowledges the value of effective representation by TSSA and the important contribution this can make to promoting and sustaining a constructive climate of employee and industrial relations.
- 12.1.2 The election/appointment and accreditation of TSSA Representatives shall take place in line with TSSA rules, the provisions of this Agreement and current legislation.
- 12.1.3 TSSA HQ will be responsible for providing the HS2 Head of Employee Relations in writing, the names and term of office for all accredited TSSA Representatives and for ensuring she/he is advised, in writing, of any changes normally within ten working days of a TSSA Representative being accredited.
- 12.1.4 TSSA Representatives will not be formally recognised by HS2 as being an 'accredited' TSSA representative until such time that the HS2 Head of Employee Relations has received written notification as described in the preceding paragraph.
- 12.1.5 TSSA Representatives must be a paid employee of HS2. However, an employee may be represented for individual grievance and disciplinary purposes by a paid-official of TSSA where an employee requests this.

12.2 Trade Union Representatives - Role

12.2.1 Both parties agree that TSSA Representatives will be accredited as prescribed by the TSSA rules and to organise and represent their members in accordance with the 'Trade Union and Labour Relations (Consolidation) Act 1992'; the terms of the ACAS

Code of Practice 'Time off for Trade Union Duties and Activities'; the Safety Representatives and Safety Committees Regulations 1977 (as amended), and this Agreement.

- 12.2.2 The role of TSSA Representatives includes but is not limited to:
 - Advising members of their rights and entitlements;
 - Communicating with members;
 - Representing colleagues in grievances and disciplinary matters;
 - Consulting and where appropriate, negotiating with management;
 - Health and safety inspections in accordance with the Safety Representatives and Safety Committees Regulations 1977
 - Recruiting new members to the TSSA.
- 12.2.3 TSSA commits to training its accredited representatives to provide them with the skills and confidence to undertake their duties professionally.
- 12.2.4 Lawful actions taken by an accredited TSSA Representative in pursuance of their union duties shall not adversely affect their employment with HS2.

12.3 Facilities for TSSA Trade Union Representatives

- 12.3.1 HS2 agrees to provide appropriate on-site facilities, where it has access to such facilities, to accredited TSSA Representatives (who are employees of HS2) in order to enable them to discharge their trade union duties and to facilitate effective communication with members.
- 12.3.2 HS2 will provide the following facilities to accredited TSSA Representatives (where it has access to such facilities):
 - Accommodation to hold meetings and to interview members in private;
 - Confidential access to and reasonable free use of telephone, email and internet facilities where available;
 - Secure office/storage space; and
 - Notice board space.
- 12.3.3 Requests from paid officials of TSSA to access HS2 premises to support accredited TSSA Representatives directly employed by HS2 to professionally and reasonably discharge their duties described in 12.1 above within this Agreement generally, will not be unreasonably refused.

12.4 Time Off with Pay for Trade Union Duties

12.4.1 HS2 and TSSA recognise the benefits to colleagues of having access to fair and reasonable levels of support and assistance from their TSSA Representatives; and both parties are committed to enabling this fully in accordance with the provisions of the ACAS Code of Practice 'Time Off for Trade Union Duties and Activities' (as amended by ACAS from time to time).

12.5 Time Off for Trade Union Activities

12.5.1 HS2 will allow accredited TSSA Representatives reasonable time off during working hours for the purpose of taking part in trade union activities. Requests for paid or unpaid time off to attend TSSA conferences and other policy-making conferences of TSSA must be made in the first instance to the immediate line manager who may wish to take direction from the HS2 Head of Employee Relations. Such release will not be unreasonably withheld.

12.6 Monitoring Time Off for Trade Union Duties/Activities

12.6.1 TSSA facilities time will be reviewed jointly by the HS2 Head of Employee Relations and the TSSA paid-official responsible for HS2 six months from the commencement date of this Agreement and annually thereafter.

12.7 Trade Union Meetings

12.7.1 In keeping with the provisions of this Agreement, HS2 will allow accredited TSSA Representatives to hold meetings with their members at their workplace, subject to operational requirements and with the prior agreement of their line manager. Reasonable notice of such meetings must be provided to the line manager; permission to hold such meetings will not be unreasonably refused.

12.8 Disciplinary Action Involving a TSSA Representative

12.8.1 Where disciplinary action is being considered against an accredited TSSA Representative, normal HS2 policies and procedures should be followed. However, in these circumstances the HS2 Head of Employee Relations should be notified at an early stage. The HS2 Head of Employee Relations will discuss the matter with a paidofficial of the TSSA if the employee agrees to it.

13 Media Activity

13.1.1 A TSSA Representative employed by HS2 must not make any statement or comment to the media on behalf of HS2 unless authorised to do so and having first cleared the statement with HS2 Corporate Affairs team.

14 Amendments and Termination of Agreement

14.1.1 The contents of this Agreement may be amended by mutual consent and, in any event, will be subject to a joint review six months from the date of signing and annually in April of each year thereafter.

This Agreement may be terminated by either party giving six months' written notice of termination to the other.

15 Signatures and Confirmation of Agreement

Neil Hayward	
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Manuel Cortes

HR Director HS2 Ltd

General Secretary TSSA

HS2 Ltd

Date 2019

16 ANNEX A:

COLLECTIVE DISPUTE RESOLUTION PROCEDURE

Introduction

The parties to this Agreement recognise that problems at work should be resolved as speedily as possible and at the nearest point of the problem/disagreement. There may, however, be occasions when genuine attempts to resolve an issue at the point of the problem/disagreement have proved unsuccessful.

Purpose and Scope

A dispute is defined as a collective difference (or 'failure to agree') on a matter concerning a number of employees, which is pursued on their behalf by TSSA. Such matters would be connected with the employees' work or working environment and would include all matters that might be legitimately covered under a legally declared trade dispute.

The definition of 'dispute' for the purpose of this procedure excludes individual complaints made by colleagues – these are dealt with through the HS2 Grievance Procedure and are not appropriate for the Collective Dispute Resolution Procedure.

It is mutually agreed that the primary purpose of this Collective Dispute Resolution Procedure is to provide a fair, structured and consistent approach for the consideration of collective disputes and that the procedure should be instigated when all reasonable attempts have been made to resolve the difference locally but such attempts have been unsuccessful.

Procedure for resolving collective disputes

In the first instance, the matter in dispute will be raised formally by the relevant TSSA Representative with the relevant line manager giving details of the matter in dispute and the employees affected, in writing, using the form at **Annex B** to this procedure. **(Stage 1)**

The line manager will provide the TSSA Representative who raised the collective grievance with a full and clear statement of the record of events, areas of disagreement and differences between the parties using the form at **Annex C**. They will endeavour to do so within 3 working days of receiving the formal notice of the collective grievance.

If the issue remains unresolved, ideally no later than the 3rd working day following the exchanges of the forms at annex B and annex C respectively, the line manager will provide both

completed forms to their line manager who will immediately obtain advice from the relevant HS2 Head of HR and seek to resolve the dispute at this stage. **(Stage 2)**

If the issue remains unresolved a further 3 working days after the completion of stage 2, the Head of HR will arrange a meeting with the TSSA Representative. This meeting should normally take place within 5 working days.

Within a further 5 working days of this meeting, the HS2 Head of HR and the TSSA Representative involved at Stage 2 will inform the parties in dispute in writing of their respective positions.

If the matter remains unresolved, it will immediately be referred to the Head of Employee Relations for HS2 and the TSSA paid-official responsible for HS2 for resolution. Disputes arising from collective bargaining (National Level) will automatically be referred to stage 3 for resolution. (Stage 3)

If the matter remains unresolved, it will immediately be referred to the Company's HR Director and TSSA General Secretary within 10 working days of the matter being referred to stage 3. If there is no agreement at Stage 3 and the matter remains unresolved the internal collective dispute resolution procedure will be deemed to have been exhausted.

Third party conciliation, mediation, arbitration

At the conclusion of Stage 3 either party may request the intervention of the offices of ACAS for the purposes of conciliation or mediation. The timetable for this process will be determined by ACAS.

At the conclusion of the conciliation or mediation process, should the issue remain unresolved then subject to agreement between HS2 and TSSA the matter may be referred to the offices of ACAS for binding arbitration. The timetable for this process will be determined by ACAS.

The parties agree to work co-operatively in implementing the decision of the arbitrator.

17 ANNEX B:

TRADE UNION COLLECTIVE DISPUTE ESCALATION FORM

To be completed by the Workplace Union Representative and provided to the Line Manager.

lssue in dispute:	
Record of events:	
Areas of disagreement:	

Contact Details:

Workplace Union Representative	Date:
Registering Collective Dispute:	

Line Manager:	

18 ANNEX C:

LINE MANAGER COLLECTIVE DISPUTE ESCALATION FORM

To be completed by the Line Manager and provided to the Workplace Union Representative

Issue in dispute:	
Record of events:	
Areas of disagreement:	

Contact Details:

Line Manager Party:	Date:

Workplace Union	
Representative Registering	
Collective Dispute:	