

Formal recognition and procedural arrangements for the negotiation of this Agreement.

2.1 General Principles

The collective bargaining machinery and procedures established by this Agreement are founded upon the following principles:

- A well-motivated workforce requires high levels of trust and involvement with their employers. The Employers, the RMT and employees are agreed that their relationship will be built upon the foundations of open communication, trust and mutual respect.
- The processes for collective bargaining and joint consultation must add value to the Employers and contribute to the achievement of business objectives by working together to achieve improvements in quality, cost and delivery.
- Employees are to be treated first and foremost as people with individual needs and expectations. The Employers want to be known as good employers that value their people for the contribution they make to the well-being and future success of the business. The collective machinery must allow the development of practices that are in line with the value that the Employers place on their people.
- The processes for collective bargaining and joint consultation are founded upon the concept of mutuality. This will be supported by joint regulation of questions appropriate for negotiation and by co-operation through discussion, on those matters appropriate for consultation.
- For collective issues to be addressed and resolved at the appropriate level where the necessary autonomy exists, decision-making authority must rest at the lowest level appropriate to the subject matter in question. Any agreement made at a higher level cannot be overturned or amended at a lower level.
- The collective machinery is an important channel through which employees have an opportunity to participate in and be consulted on questions and matters concerning their employment. In order that the dialogue within the machinery and procedures can be both representative and effective, the Employers will encourage employees within the scope of this Agreement to join an appropriate trade union.

The Union Signatory to this Agreement is recognised as the sole negotiating Trade Union for the categories of employees covered by this Agreement.

The Employers recognise the value of membership of this recognised Union but the Parties accept that there is no obligation for employees to become members of the Union.

2.2 Employee Representation

There will be up to 2 (two) employee representatives per vessel/worksite. If there are 2 representatives, they are not to be of the same disciplines (disciplines as listed in Clause 15 of the Agreement). They will be elected from the personnel and by the personnel onboard covered by the Agreement by a simple show of hands. For short duration and ad-hoc projects less than 28 days the Company representative may fulfil the role of vessel/worksite representative.

There will be 1 (one) company employee representative per Employer Signatory. They will be elected from the personnel and by the personnel employed by that Employer and covered by the Agreement by a ballot organised by the Union. (Duration of holding this position shall be 3 years) The Union will officially advise the Signatories who the representatives are.

2.3 Responsibilities of Employee Representatives

A duly elected and accredited representative shall not represent employees of any Employer Signatory other than his own.

The vessel employee representatives can discuss issues of a day to day nature in respect of the vessel, e.g. standards of accommodation, food, safety and general welfare etc. They cannot discuss the Agreement itself.

The company employee representatives for each Employer Signatory can meet together up to 4 times a year. The Employer Signatories and/or a full time representative of the Union will attend these meetings if requested. If the Employer Signatories are present, these meetings are not allowed to discuss or negotiate the Agreement but can be used to seek clarification of the Agreement.

Only company employee representatives may represent the Union in discussions and negotiations relating to Clauses 3.2(a) and (b) and 3.3(a) of the Agreement.

2.4 Training

The Employer Signatories to the Agreement shall allow trade union representatives to take reasonable time off to undergo training in aspects of employment relations relevant to the carrying out of their union duties as defined in section 2.3.

The employee representatives can attend a 5 day training course arranged by the Union. The representative's time, accommodation and travel expenses will be reimbursed by the Employer Signatories.

The Employer Signatories are also encouraged to attend a 1 day course provided by the Union at their training facility in Doncaster.

2.5 Impasse and ACAS

All parties to the Agreement shall have the right to call upon the services of ACAS where there is an impasse in any discussions or negotiations between the signatory parties.

2.6 Employer Signatory Representatives

Each Employer Signatory will provide to the union the names of a person or persons who will be the designated point of contact in the first instance where an employee representative can make formal contact to discuss matters arising from the union

membership that they are unable to deal with at local level on the vessel or installation or other work site.

2.7 Negotiations of the Agreement

The Employer Signatories and the Union will agree representation levels for negotiating wages and terms and conditions in the Agreement prior to the commencement of such negotiations (see Clause 3.3 (a))

2.8 Communication

During the 15 month negotiation period (see Clause 3.3(a)) the meetings of the Employer Signatories and the Union to negotiate the Agreement will be minuted. Such minutes will be agreed and signed by both the Chairman of the Employer Signatories and the most senior full time representative of the Union present before concluding the meeting.

Communication with the employees and/or the media will be based on these agreed minutes.

2.9 Time off for trade union activities

Personnel who are listed in Clause 15 who are employee representatives under Appendix 2, section 2.2 shall be allowed reasonable time off to take part in any recognised trade union activity, including:

- i. meetings of official policy-making bodies, such as annual conferences
- ii. approved workplace meetings and properly conducted ballots.
- iii. preparation time for these and other agreed duties.

Where it is necessary for unions to hold meetings of members during working hours, they should seek agreement from the onboard vessel or installation management. Both sides should seek to agree on a time which minimises the effects on the operations of the Employer Signatory.

With the exception of industrial action, agreed time off for trade union activities will normally be paid.

A reasonable limit will be placed on the amount of time trade union representatives take to cover duties, training and activities.

This Agreement is in accordance with Section 168 to 173 of the Trade Union and Labour Relations (Consolidation) Act (TULR(C)A), 1992, and the ACAS Code of Practice on time off for trade union duties and activities.

2.10 Requests for time off

Requests for time off to pursue trade union duties or activities should be made through the representative's supervisor, department manager, or other appropriate person.

Requests for time off should include the purpose of such time off, the intended location and the timing and expected duration of the absence.

When considering a request for time off, management should give due regard to the reasonableness of the request, bearing in mind the need for adequate safety cover and the maintenance of the Employer Signatory's services.

The management concerned has the right to refuse a request for time off, provided that the reasons for refusal are reasonable and are made clear to the individual. Time off for trade union duties will not normally be refused unless there is a significant operational issue.

2.11 Facilities for trade union representatives

The Employer Signatories undertake to make available to representatives, the facilities necessary to perform their duties efficiently and to communicate effectively with their members.

These facilities shall include:-

- i. reasonable time off for trade union duties, training and other activities, as defined in section 2.9
- ii. payment for such agreed periods of time off, equivalent to the amount the representative would have earned had he been at work.
- iii. access to a telephone for genuine and urgent employment relations business.
- iv. the use of the Employer Signatory notice boards by arrangement with management.
- v. the use of the Employer Signatory's internal distribution network system for the purposes of official union correspondence, external post being paid for by the RMT.
- vi. the use of office facilities, such as photocopying and typing, in connection with trade union duties as defined in section 2.3.
- vii. accommodation and facilities for the holding of approved workplace meetings and properly conducted ballots
- viii. accommodation, where possible, for use by trade union representatives in carrying out their duties.
- ix. the provision of information to assist in the effective discharge of trade union duties.
- x. reasonable facilities for union representatives to hold work place meetings outside working hours, to discuss legitimate and recognised trade union affairs. Staff will not be paid for attendance at such meetings.

2.12 Employee Representatives Protection.

Employee representatives within the meaning of Appendix 2 section 2.2 above will be afforded full protection under the Trade Union and Labour Relations (Consolidation) Act 1992 and the Employment Rights Act 1996, the Employment Relations Act 1999 and the Employment Relations Act 2004 and any subsequent amendments to the acts under statute or case law, for union duties conducted while an employee representative, irrespective of their contract status.

2.13 Complaints

All parties to this Agreement undertake to make every effort to resolve any dispute or grievance in relation to time off for trade union duties or activities, in accordance with the Employer Signatory's agreed procedures.

2.14 Review

The terms of this Agreement shall be subject to joint review between the Employer Signatories and the RMT after any changes to statutory or case law that may affect the Agreement and subsequently at any time when both parties require to amend the Agreement. Any proposals for change shall be dealt with as formal items on the agendas of those meetings.