

Recognition for Collective Bargaining Agreement

This Agreement is between MITIE Technical Facilities Management Ltd (hereafter referred to as "the Company") and the National Union of Rail Maritime and Transport Workers (hereafter referred to as "the Union"). (Together the "Parties")

1. Purpose of the Agreement

To ensure good industrial relations by providing an agreed procedure within which the parties can conduct consultations and negotiations with a view to reaching agreement.

2. The Scope of the Agreement

2.1. The Bargaining Unit

The Union is recognised for the purposes of collective consultation, negotiation and/or representation by the Company on behalf of the following categories of workers, hereby known as "the Bargaining Unit":

Those employees employed by MITIE Technical Facilities Management Limited on the Transport for London Contract (contract reference: TfL/90068), holding the positions of Air Conditioning Engineer, Electrical Engineer, Fabric/Handyperson/Trade Assistant, Mechanical Engineer and Multi-Skilled (Capacity) Engineer.

The Union is recognised for the purposes of collective negotiation including pay, hours and holidays for members of the Bargaining Unit, in addition to any other employment matters considered appropriate under the scope of the agreement.

3. General principles:

- 3.1. The Parties agree to observe both the spirit and the intention of the working of this Agreement;
- 3.2. The Parties agree that they share a common objective in ensuring the efficiency and prosperity of the Company for the benefit of its employees, shareholders, and customers;
- 3.3. The Parties agree to meet every Four months, or as is appropriate within the scope of the agreement, to provide updates relevant to the Bargaining Unit, including information on new starters joining the Bargaining Unit.

4. Collective Negotiation and Dispute Resolution

- 4.1. For the purposes of collective negotiation and dispute resolution a three stage procedure will be followed.
 - 4.1.1. Stage 1: Two local Union representatives will meet with the local operational manager (who may be accompanied by one of the Company's Human Resources representatives) to discuss issues arising within collective bargaining procedures.

- 4.1.2. Stage 2: If no agreement can be reached at stage 1 a further meeting will be held within ten working days, involving a Regional Organiser (or other agreed official) of the Union and appropriate senior level of management (who may be accompanied by one of the Company's Human Resources representatives). If, for any reason, it is not possible for either party to meet within ten working days (e.g. because of availability of personnel or because the matter concerned requires significant investigation or research) the parties will agree an appropriate extension.
- 4.1.3. Stage 3: Where stages 1 and 2 above are exhausted, both parties may agree that intervention of a third party (for example, but not exclusively, ACAS) may be sought to mediate or arbitrate in any dispute and before any further action is considered. In such circumstances, both parties will agree terms of reference.
- 4.2. Either party can raise issues using this procedure at any time.
- 4.3. The local Union representatives may be accompanied by an experienced trade union official at stage 1 of the procedure when appropriate. The experienced trade union official to be nominated by the Union. Management will ensure that the management team is appropriate for the procedural meeting.
- 4.4. Both parties will follow existing policies and procedures throughout this process. The current MITIE Group Disciplinary Procedure and Grievance Procedure are attached at Appendices I and II.

5. Representation

- 5.1. Four Union representatives (comprising of two industrial representative and two Health and Safety representatives) will be elected from the Union members covered by this Agreement ("Local Representatives"). It is the Unions' responsibility to select and accredit the Local Representatives from the Bargaining Unit.
- 5.2. The Parties agree that the Local Representatives will be elected to act on behalf of the Union's members employed by the Company and within the Bargaining Unit, and in accordance with the rules of the Union.
- 5.3. The appointment of Local Representatives shall be subject to endorsement by the Union's appropriate full-time officials, who will duly advise the Company in writing to the HR Manager of such an accreditation whereupon the Local Representatives will be recognised by the Company. The HR Manager will ensure that local management is made aware of any such appointments.
- 5.4. The parties agree that the Local Representatives will be subject to the same work rules and procedures as all other employees. However, as a sign of good faith and to reassure the Trade Union that the Local Representatives are free to carry out their trade union duties, the Company agrees that in the event that formal disciplinary action is to be considered in respect of any of the Local Representatives, it will advise the Regional Office of the Trade Union in advance.
- 5.5. Reasonable time will be allowed for Local Representatives to undertake trade union duties and activities. Local Representatives are required to seek approval for any

time off from their manager in advance and the timing of any release shall be subject to business and operational need.

- 5.6. For the avoidance of doubt, no workforce meeting on the Company's premises shall take place without the prior and express permission of the relevant manager. This means only the Operations Manager or Account Manager (or equivalent) can authorise such a workforce meeting. Reasonable requests to hold such meetings will not be unreasonably with-held.
- 5.7. Local Representatives will, in line with ACAS guidelines, be provided with the following facilities:
 - 5.7.1. Access to an office desk
 - 5.7.2. Use of a telephone
 - 5.7.3. Access to a computer terminal
 - 5.7.4. Photocopying facilities
 - 5.7.5. Use of the internal mail system [subject to MITIE's rules on electronic communication as issued from time to time]
 - 5.7.6. Use of the MITIE notice boards to communicate with other union members

6. Confidential Information

- 6.1. The parties recognise that the spirit of mutual trust that is the fundamental basis to this Agreement will entail the parties exchanging information of a confidential nature from time to time. Save as required by law, each Party to this Agreement agrees to respect absolutely the confidentiality of any information given to it in the execution of this Agreement by the other Party. For the avoidance of doubt, it is essential that either Party clearly emphasise the need for confidentiality together with its boundaries to the other Party at the time of imparting such confidential information.

7. Health and Safety

- 7.1. Health and Safety issues will be dealt with under a separate and distinct procedure. Both parties agree that it is generally inappropriate for a health & safety meeting to be combined with a collective bargaining meeting held under this procedure.

SIGNATORIES

FOR MITIE Technical Facilities Management Limited

[Handwritten Signature]

28.11.2011

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Operations

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Date

Lawrence

30/11/11

HR

.....
Date

Robert Crow

FOR THE UNION

18/1/2012

.....
Date

ROBERT CROW

18/1/2012

.....
Date

Signatories to the Protocol

A handwritten signature in black ink, appearing to read "Robert L.", written in a cursive style.

For the RMT Union

Date

18/1/2017

For MTFM

A handwritten signature in black ink, appearing to read "Anthony", written in a cursive style.

Date 30.11.2011