



INDUSTRIAL RELATIONS FRAMEWORK ROYAL MAIL AND CWU

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ROYAL MAIL AND CWU INDUSTRIAL RELATIONS REVIEW AGREEMENT

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SECTION 1.1 STATEMENT OF PRINCIPLES

Royal Mail and CWU are committed to the provision of a consistently reliable and professional service to customers and to the development of a working environment which encourages respect for and involvement of all employees, concern for their well being and recognition of the value of their contribution.

Royal Mail wishes to have the considered views of employees over a wide range of subjects and thus encourage an active interest in Royal Mail affairs at all levels. It recognises that, in the case of collective issues, this aim can best be achieved by a fully representative trade union alongside other measures to ensure two way communications and employee involvement.

Royal Mail recognises the CWU as a partner in the creation of positive working relationships, the body through which collective agreements will be negotiated for the grades set out in Appendix 1 and an essential participant in the consultation process.

Royal Mail encourages the membership and active participation of employees in their trade unions. It shares with CWU the joint aim of fostering positive working relationships in all areas and at all levels and will support the Union by a process of open communications, the sharing of information necessary for the Union to carry out its representative role and the involvement of the Union in the development of business strategies.

Royal Mail and CWU recognise the importance of establishing well understood and observed procedures to ensure that both parties can work together constructively. The agreement which follows describes the framework necessary to fulfil these aims and to ensure that this statement of principles is applied effectively throughout the Business.

This statement of principles and agreement will apply throughout Royal Mail and its dependent divisions and business centres although some of the detailed procedures may vary, e.g. to reflect different organisational structures.

SECTION 1.2 STRATEGIC INVOLVEMENT

1. Royal Mail and CWU agree that forward looking negotiation and consultation processes which promote the strategic involvement of the Union at all levels are in the interests of the Business, its employees and customers.

2. it is essential that the provision of information and consultation is regular, timely and reflects the key decision making levels and processes in Royal Mail.

3. The detailed arrangements, tailored to the decision making process in the reshaped Royal Mail, to give effect to these principles set out below will be discussed and agreed between Royal Mail and CWU.

4. The terms of reference for this exercise will be to establish processes whereby the Unions can have a genuine input into the formulation of Royal Mail policy at national, divisional, area and local level in all key business strategies, including customer, Employee Relations, Profitability, Operational Processes and Total Quality.

5. Finally, Royal Mail and the CWU agree that a high level of consultation will support involvement by employees and will serve to:

- increase commitment to the success of Royal Mail

- enable Royal Mail, its unions and its employees to meet changing customer requirements speedily and effectively
- raise employees' satisfaction with their work
- improve Royal Mail performance by drawing on the skills and knowledge of all employees
- provide an opportunity for employees to contribute to the development of the Business

SECTION 1.3 ACHIEVING LOCAL AGREEMENT

1. JOINT COMMITMENT

Royal Mail and CWU are committed to the creation and maintenance of positive and constructive industrial relations in the interests of customers and employees. Both the Union and the Business recognise that trust between them cannot be created by words alone, but must develop out of open, clear and courteous behaviour at all levels.

2. COLLECTIVE PROCEDURE

The purpose of this agreement is to set down a framework for the discussion of issues whether proposed by Royal Mail or the CWU, which involve the interests of groups of employees.

3. It is the aim of both parties to encourage the interest of employees in business affairs through the exchange of information and consultation. Consultation allows for discussions between the two parties on the exploration of proposals and any differences that may exist. It provides the opportunity for each party to modify the views of the other. Both parties are committed to engaging in open discussions where the aim will be to establish common ground. Where negotiation is appropriate, the parties are committed to operating the procedures described in paragraphs 5 to 13 of this section.

4. GENERAL PRINCIPLES

The following general principles are accepted as paramount:

- a. that at all times the parties must be driven by the objective of seeking to reach agreement;
- b. that joint consultation can promote consent and understanding and assist in the joint aim of developing employee participation and involvement in Royal Mail;
- c. that discussion is most effective when participants are well informed and have confidence in each other - there must therefore be a willingness to share information, e.g. in relation to quality of service, productivity and costs;
- d. that any proposals put forward by one party should always be considered by the other they should never be rejected out of hand but, in all cases where they are not acceptable, a reasoned response should be made.

5. REACHING LOCAL AGREEMENT

It shall be the objective to reach agreement without undue delay and, in order to avoid any subsequent misunderstanding as to the terms of an agreement, these should be set down in a written form which is as clear, simple and concise as possible.

6. In cases where, despite every effort, it is not possible to reach full agreement in the course of local discussions, the area manager and the area representative in the function concerned will record formally the reasons for disagreement and will then apply the following procedure.

7. RESOLVING LOCAL DISAGREEMENTS STAGE 1....

The parties will review the statement, which sets out their respective positions and views and, within a week, will conduct full, free and frank discussions with the objective of reaching agreement.

8. RESOLVING LOCAL DISAGREEMENTS STAGE 2...

Failing agreement at Stage 1 the parties will, within one further week, identify precisely the issue[s] of disagreement, formally register this disagreement and meet to draw up an updated statement of their positions and views. This statement amplified by any arguments which either side wishes to put forward in support of its case, will be forwarded to the Divisional Headquarters and the CWU Divisional representative. Where there are questions of interpretation or clarification of national agreements, they will be pursued in line with paragraph 12 below.

Note: If, for any reason, either party refuses to participate in Stage One or Stage Two of the procedure, the other party may refer its statement and supporting case unilaterally.

9. RESOLVING LOCAL DISAGREEMENTS STAGE 3...

a. within two weeks of the statement of the case being sent to them, the area manager, area representative, divisional headquarters representative and a divisional CWU representative will meet with full authority to reach agreement on the issue.

This meeting may end in:

an agreement [signed by the local manager, the local CWU representative, the Royal Mail Divisional representative and the CWU Divisional Representative].

A formula which provides a basis for the resumption of negotiations between the original negotiating parties, or

a failure to reach agreement, in which case the procedure will be regarded as exhausted.

b. in those cases in which a formula is agreed for the resumption of negotiations at the original level, the parties will try to reach agreement within a further two weeks. Failing agreement at the end of two weeks, the procedure will be regarded as exhausted [unless the original formula agreed at this stage calls for a further Stage Three meeting].

c. in all cases where the procedure is exhausted without agreement, it will be the responsibility of the party raising the issue to advise the other of its intentions.

d. until the procedure has been exhausted there shall be no industrial action of any kind by Union members. For its part, Royal Mail will continue to apply national and local agreements, which are already in place or have been agreed for implementation [or, where there is no recorded agreement, whatever practice has been in place for at least one working week immediately prior to Stage One being entered into]. The only

exception to this rule is where an urgent operational, health, safety or legal requirement cannot be delayed. In such circumstances the requirement will be fully explained immediately to the local CWU Representatives and employees concerned. Either party may subsequently review the circumstances leading to the action and propose how to deal with such cases in future.

10. Having reached an agreement, both parties will have an obligation to ensure that its terms are carried out. Agreements shall continue to operate until such time as they are renegotiated.

MISCELLANEOUS

11. Issues of an individual nature should be dealt with under the appropriate separate procedure. Individual grievances should be progressed using the terms set out in the Individual Grievance Procedure.

12. Only questions involving the interpretation or clarification of national agreements may be put to Royal Mail HQ and CWU HQ. Such questions should be raised at the earliest possible stage and, when referred to them, Royal Mail HQ and CWU HQ representatives will meet within two weeks to clarify the agreement in question.

13. Either party will bring to the notice of the other party any breaches of this agreement and is entitled to expect that any such breaches will be viewed seriously by both parties.

14. Any disagreements over the application of this agreement will be pursued in line with the provisions of the Section.

SECTION 1.4 NATIONAL LEVEL BARGAINING

1. Royal Mail and CWU agree, in line with the principles expressed elsewhere in this agreement, that there will be a continuing dialogue at national level on all issues affecting CWU members, which are appropriate to national level consideration. In addition to day-to-day contact between the parties and the process for strategic involvement described in Section 2 of the agreement, a National Joint Negotiation Committee [NJNC] will be established.

2. The NJNC will meet on a monthly basis or otherwise as agreed commencing from the effective date of this agreement and will have responsibility for the conduct of national level negotiations between Royal Mail and CWU. The Committee will be chaired at a senior level in Royal Mail and will comprise senior Royal Mail managers and CWU National Officers/Executive Council Members; the precise membership will vary according to the issues being considered and may be supplemented by expert assistance from particular functions or specialisms where appropriate.

3. The NJNC will deal with the following specific issues:

- pay, terms and conditions of employment
- questions of principle arising from local level
- questions of interpretation of rights and obligations under current agreements - changes to existing or development of new national agreements

NOTES:

a. Questions of principle or interpretation, which are referred to the Committee, will be resolved within six weeks of their being raised formally by either party.

- b. There will remain the facility for both parties to discuss other appropriate issues outside the Committee forum on a day-to-day basis or as part of the separate arrangements for consultation on strategic issues referred to above.
- c. The Committee may delegate specific matters to individual members for resolution.
- d. The terms of existing national agreements will continue to apply until or unless altered following negotiations.
4. The NJNC will also have responsibility for ensuring the over-all effective application of the industrial relations framework and procedure in Royal Mail and for reviewing the operation of the IR agreement as a whole 12 months after the date of its introduction.
5. Both parties reaffirm their commitment to the provisions of the 1983 Post office Arbitration and Mediation Agreement.

SECTION 1.5 REPRESENTATION STRUCTURE

1. INTRODUCTION

This section of the agreement sets out the arrangements for the effective representation of CWU members in Royal Mail and should be read in context with the procedures described in Section 3 and the provisions of Section 6 which describes the facilities available to Union representatives and officials. Separate arrangements are provided for safety representatives.

2. GENERAL PRINCIPLES

In keeping with the principles of this agreement, both Royal Mail and CWU are committed to concluding negotiations at the lowest practicable level and also to the speedy resolution of differences and a process of consultation and open exchange of information at all levels. Both parties undertake to ensure that all representatives and managers understand the authority under which they operate and abide by all agreements including procedures for settling disagreements and grievances and processing dismissals and disciplinary issues. Representatives should be allowed ready access to all information and rules that concern them, eg Staff Contract Manual, Postal Instructions, etc.

3. REPRESENTATION

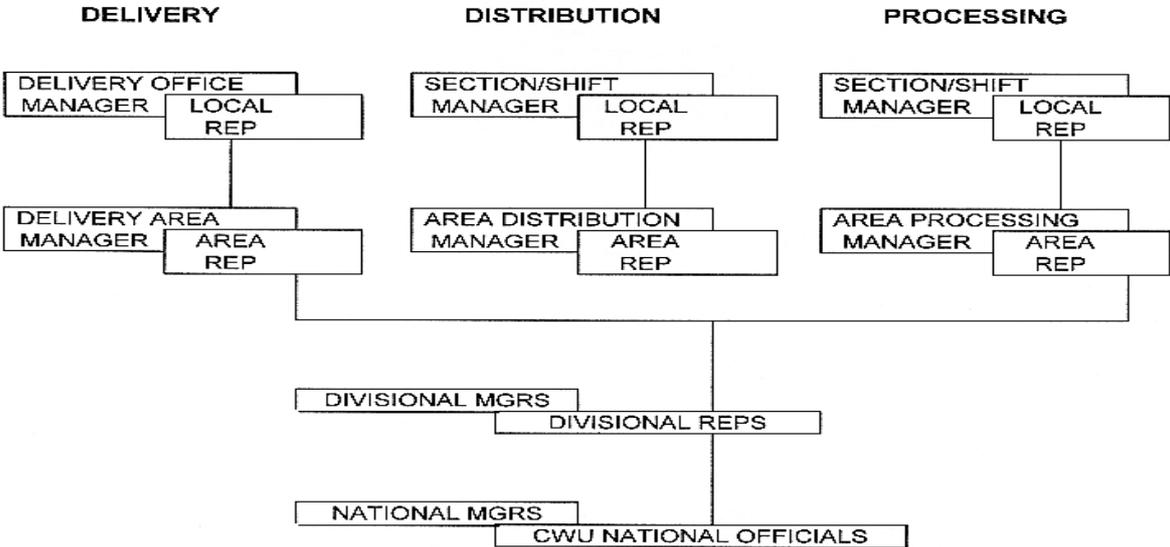
Royal Mail's new organisational structure centres accountability for management, including management of mails operations and all day-to-day matters affecting employees, around the local unit manager. Policy will be dealt with at local, area, divisional and national level and Royal Mail recognises the need for fully effective representation at all levels. Specifically, Royal Mail agrees that representation will be required -

- within local units, with CWU local representatives
- at area level, with CWU area representatives reflecting the intermediate levels in Royal Mail's functional organisation
- at divisional level, with CWU divisional representatives
- at national level, with CWU national officials

Representatives should be given all reasonable access to the appropriate manager.

It will be a key responsibility of local managers in each function to discuss with their respective union representatives issues, which affect employees within the managers' areas of accountability. It is recognised that some issues may have implications in more than one function in which case joint discussions should take place where necessary involving managers and representatives from the functions concerned.

The chart below illustrates this structure and identifies also the management levels to which it relates. In addition to the representatives in this structure, CWU branch secretaries or other officials may be involved in joint or other representative activities as set out in paragraph 2.3 in the section of this agreement governing facilities for Union representatives and officials. The representational structure does not preclude the exceptional involvement of national officials and managers in particular local issues where this is considered by RMHQ or CWU HQ to be necessary.



4. ADMINISTRATIVE STAFF

Administrative staff in very small groups will normally be represented by the representative in the nearest large Processing Unit. Where there is a larger number of administrative staff, they may have their own representative who will deal with the appropriate administration manager. One of the administrative representatives in a division or HQ unit will adopt the role of senior representative [e.g. for the purpose of registering disagreements]. In some exceptional cases, more than one senior representative may be necessary.

5. RESPONSIBILITIES OF REPRESENTATIVES

The annex to this section of the agreement contains role descriptions of local, area and divisional representatives. Royal Mail recognises that union representatives have responsibilities towards their members, both individually and collectively, and to their union as well as to Royal Mail, and that it is in the general interest for them to be allowed reasonable time of in working hours to help them discharge these responsibilities.

6. APPRAISALS

Where union representatives spend a large proportion of their time on representational duties, Royal Mail, in applying the normal procedures for appraisal of performance and promotability, will take due account of relevant knowledge and experience gained in the course of such duties.

7. DISCIPLINE PROCEDURES

The recognised standards of conduct for all Royal Mail employees apply equally to union representatives and officials. However, if any formal disciplinary action is contemplated against a representative or official while acting in that capacity, the procedure at Appendix 2 to this agreement will be followed. The ability to refer cases of dismissal or compulsory transfer to the Independent Advisory Review Body [IARB] remains unaltered by this Agreement.

8. CREDENTIALS FOR CWU REPRESENTATIVES

8.1. The member of CWU within the appropriate units, sections, shifts, areas and divisions will elect the Royal Mail employed CWU representative of their choice.

Units, area and divisional level representatives:

- will be employed within Royal Mail
- once elected, will be allocated a job within their area of responsibility as illustrated in the preceding chart which will enable him or her to perform his or her industrial relations duties with a minimum of operational inconvenience.

8.2. Representatives as defined in accordance with this agreement will receive credentials and will be required to undertake a course of training designed and agreed between Royal Mail and CWU, which will enable them to fulfil their future responsibilities. The parties recognise also the importance of training for managers to ensure they have the capability to manage industrial relations effectively and the potential of ongoing joint training/workshops to increase trust and understanding.

8.3. Both parties recognise that it is in their mutual interest for union representatives [employed by Royal Mail] to have practical experience of the work of their colleagues effectively. Duties for representatives will, whenever practical, be selected with this objective in view.

8.4. A standard form of credentials is at Appendix 3 to this agreement and will apply to local, area and divisional representatives and branch officials.

9. FURTHER TRAINING

Support for representatives at all levels will include facilitation of industrial relations training and a reasonable level of paid release from duty for joint JR or workshop activity. This and other aspects of support for the Union are described more fully in the next section of this agreement.

10. IMPLEMENTATION AND MAINTENANCE OF THE REPRESENTATION STRUCTURE

The detailed application of the agreed principles, procedures and structure set out in this agreement will be a matter for discussion and agreement at local and area levels. The normal procedures will apply in the case of disagreement [see Section 3].

11. MEDIA CONTACT

A CWU representative [as defined in this agreement] may wish from time to time to represent Union views to the media. In doing so, he or she must indicate his or her position as a union spokesperson and give his/her own name.

ROLE DESCRIPTIONS - LOCAL, AREA AND DIVISIONAL REPRESENTATIVES

1. LOCAL REPRESENTATIVES

1.1. Local representatives will represent staff within the unit, section of a unit or shift where they are employed. In the case of small delivery or distribution units, one or two delivery units and/or a group of very small units, e.g. Scale Payment Delivery Office, small distribution units, may be combined for representation purposes. In large multi-section units, there may be a number of sections of workplace representatives. The designation of units or sections will be a matter for agreement between local managers and representatives: any disagreement will be dealt with in accordance with the procedure described earlier in this agreement.

1.2. Local representatives will be available to discuss with their unit, section or shift manager [as appropriate] all matters which affect union members within the manager's area of responsibility. They will handle grievances, individual cases and day-to-day issues involving members within that manager's area and will negotiate agreements particular to those sections or units. Issues which extend beyond the area within the control of the relative local manager or which, after full consideration, cannot be resolved by agreement between the local representative and the local manager will be referred without delay to the CWU area representative and the appropriate area manager [see below]. The local representative will be entitled to be present when the CWU area representative and the area manager are dealing with the issue.

2. AREA REPRESENTATIVES

2.1. A CWU area representative will represent staff employed in all the units or sections within the control of a Delivery Area Manager, Area Distribution Manager or Area Processing Manager.

2.2. Area representatives will be available for discussion, consultation and negotiation with their respective area managers on matters affecting all or several units, sections or shifts within the area concerned. They will be able to assist with matters, which cannot be resolved between local representatives and local managers while ensuring that the principle of concluding negotiations at the lowest practical level is followed and encouraged. Area representatives may act as 'friends' under the appropriate individual procedures where the issue in question is being dealt with by their area manager. Area representatives may combine their responsibilities with those of a local representative [and will be afforded appropriate facilities].

2.3. Area representatives will be responsible for recording with area managers any formal disagreements, which are reached, and for the speedy referral of these to CWU divisional representatives in accordance with the relevant section of this agreement. Questions involving the interpretation or clarification of national agreements should be progressed in line with paragraph 12 of Section 3.

2.4. Area representatives will also be involved in the appropriate strategic involvement arrangements.

3. DIVISIONAL REPRESENTATIVES

Two CWU representatives will be elected in line with CWU rules within each of Royal Mail's divisions who will be the principal consulting and negotiating officers of the Union, accountable to CWU HQ, and will have the following responsibilities:

- resolving recorded disagreements that arise within the division with the appropriate local/area and divisional managers
- dealing with individual appeals with the division appeals manager where requested to do so in line with the agreed procedures
- consulting and liaising with divisional managers on strategic issues within the division and conveying the outcome of such consultation to CWU representatives in the division in liaison with management
- conveying to CWU Headquarters any differences of principle arising within the division

In addition, divisional representatives will be available to deal with emergency situations where service to customers is at immediate risk, e.g. through possible or actual industrial action. They will also have general responsibility for the operation of the agreed industrial procedures by CWU representatives within the division and, in liaison with divisional managers, for planning relevant joint IR training. Provision will be made for the nomination of not more than two substitutes who will cover absences of divisional representatives on annual leave, sick leave of more than one week's duration and agreed special leave. Odd days of absence will not be covered other than in exceptional circumstances. Substitutes may also deal with special projects, which may be agreed and determined from time to time.

SECTION 1.6 FACILITIES FOR UNION REPRESENTATIVES AND OFFICIALS

1. INTRODUCTION

Royal Mail recognises the need to support the effective conduct of industrial relations through the provision of time off work where appropriate for union representatives and officials, through appropriate provision of office facilities and accommodation and through relevant industrial relations training for representatives, officials and managers. Royal Mail and CWU accept a joint responsibility for avoiding unnecessary cost in the provision and use of these facilities. Such facilities will not be withheld unreasonably but will be organised so that service to the customers is maintained.

2. TIME OFF WORK

2.1 For Representation Purposes

A reasonable level of paid release will normally be authorised for accredited local/area CWU representatives to assist in the resolution of local/area problems and to participate in the negotiation/consultation process. Representation activities will include individual issues such as grievances, discipline and equal opportunities questions and group issues such as work practices, productivity, duties, overtime, accommodation, welfare and personnel matters in which unions and management are jointly involved. These activities may require a representative to put views to management, to consider management proposals, to conduct correspondence and to consult members individually or collectively as may be agreed to be appropriate. Reasonable provisions should be made to allow area representatives to liaise with local representatives in preparing for and reporting the outcome of consultation and negotiation with area managers. Further details are set out in [Annex A](#) to the section.

2.2 For Union Purposes

In addition to the Union's involvement in the representation process, Royal Mail recognises the need of the Union to ensure that active participation of its membership so that it can act in a fully representative manner. While the Union's own organisation including its branch structure is a matter for the Union, Royal Mail recognises that branch officials as well as accredited representatives will have an important role to play in union organisation and the conduct of union business. This will include the issuing of credentials to union representatives, arranging for member participation in the affairs of the union, e.g. via ballots and elections, general union management, policy-making, finance, internal discipline and external affiliations. Royal Mail will assist the Union in these tasks through the provision of reasonable levels of unpaid release for officials. Further details are set out in [Annex A](#) to this section.

2.3 For Joint and Other Representative Activities

Royal Mail recognises also that there will be a need to support with paid release representatives and officials engaged in joint activity with managers such as industrial relations workshops or training and, from time to time, in certain other, specified representative duties.

Examples of such tasks would be:

- addressing new entrants during initial training on the role of the Union in Royal Mail and recruiting new union members.

NOTE: The detailed arrangements [including the provision to the Union of the names of new entrants and of those resigning and of incoming and outgoing transferees] should be agreed locally.

- implementing and communicating this agreement and establishing the representative constituencies which it requires,
- assisting in the conduct of an participating in joint industrial relations training initiatives within national guidelines to be developed between Royal Mail and CWU Headquarters.
- specified improvement projects, e.g. equal opportunities programmes where, as part of the strategic involvement process, divisional managers and representatives agree that the release of particular officials would be beneficial.

In addition to the support for representatives and officials, Royal Mail will provide an appropriate level of paid release for Union HQ representatives to enable them to fulfil the requirements of the agreed national bargaining and consultative arrangements.

3. ACCOMMODATION AND OFFICE FACILITIES

Royal Mail will make arrangements for local, area and divisional representatives to be provided with reasonable facilities in terms of notice boards, accommodation and furniture. This will include provision of telephones and the cost of a reasonable level of calls consistent with the normal conduct of industrial relations. Similarly, assistance may also be given with typing, duplicating, photocopying, etc, for industrial relations purposes. Union correspondences under cover, except to or between individual union members, may be sent through the internal post; the public mail service may not be used without payment of the proper charge.

4. ACCESS TO PREMISES

Royal Mail recognises that union officials as well as those occupying roles in the representative structure may require access to buildings from time to time and to talk and consult with union members. Royal Mail will make every reasonable effort to facilitate this providing as much forward notice as possible is given and arrangements are made through the appropriate managers which do not impair Royal Mail's ability to meet its service obligations to customers.

5. TRAINING

- Royal Mail and CWU are committed to effective and professional training of union representatives and managers at all levels in the conduct of industrial relations and to the development of agreed national guidelines for the organisation of industrial relations training and workshops, some of which may be run on a joint basis. Royal Mail will support such approved training with paid time-off and provision of suitable training facilities. Royal Mail will also support relevant national training which it will review on a regular basis with the Union.
- Courses provided by the Union or the TUC which are concerned with union policy, political aspects or general education not related to Royal Mail do not qualify.
- The courses referred to above are assessed by an examination of the syllabus by Royal Mail. Subject to operational requirements, local managers may authorise release for representatives nominated for courses by CWU headquarters. Local managers may also authorise leave for:
 - TUC sponsored industrial relations courses;
 - local union training courses organised in accordance with this agreement.
- an additional day or half day's Paid Leave may be allowed at the discretion of the local manager where a difficult journey is involved.
- all applications for leave to attend the above training courses, which will not be unreasonably refused, are to be submitted to the local managers before leave is taken and must be supported by a letter of authority from the applicant's union headquarters. When the leave is approved by the local manager he should note on the letter of authority the number of days Paid Leave taken [including any travelling time].

6. COMMUNICATIONS

Both Royal Mail and CWU are committed to improving effective, regular and two-way communication with employees/union members and between managers and union representatives. They therefore agreed to review the existing systems of communication between each other, between their respective headquarters and local managers/union representatives and to/from employees and union members to identify scope and action for improvement on a continuing basis.

7. ELECTIONS

Where a union requires facilities for election, the local manager and union representatives should determine the facilities required for elections, having due regard to the operational circumstances. These should include siting of ballot boxes and polling booths in suitable places on Royal Mail premises where requested and may also include time off to vote or make a postal vote.

8. MEMBERS AND REPRESENTATIVES

When a member of a recognised union wishes to consult his representative on an industrial relations matter during working hours, he should seek prior permission from his immediate manager. Permission should not be unreasonably withheld.

9. SUBSCRIPTIONS

Union subscriptions will be deductible from members' pay at source. Annual Lists of union members are provided to Union Headquarters.

10. INDUSTRIAL ACTION

Management and Unions have a responsibility to use agreed procedures to resolve problems constructively and to avoid industrial action. Paid release from normal duty should be allowed for this purpose. Paid release should not be allowed to union representatives for the purpose of organising or participating in industrial action.

SECTION 1.7 CODES OF PRACTICE

This Section of the Agreement includes certain joint statements and commitments which Royal Mail and CWU support relating to good practice and behaviour.

DISCIPLINE

1. Royal Mail and CWU agree that it is necessary to have disciplinary rules and procedures in order to promote fairness and order in the treatment of individuals and in the conduct of industrial relations. In addition to this all employees should know what standards of conduct are expected of them.
2. Royal Mail's disciplinary procedures will be viewed primarily as a means of setting standards and encouraging improvements in individual conduct and preventing the need to impose penalties.
3. Where there is no improvement in behaviour, the Discipline Code specifies action that can be taken up to and including dismissal and the procedures, including appropriate warning procedures, which should be followed. All cases should be dealt with thoroughly, fairly and quickly through the agreed disciplinary procedures, which will be clearly and consistently, applies whilst taking account of individuals and their circumstances.

EQUAL OPPORTUNITIES

1. Royal Mail and CWU jointly agreed that policies must be based on quality of opportunity and respect for all. No person shall receive less favourable treatment on the grounds of their age, colour, creed, disability, ethnic or national origins, marital status, nationality, religion, sex, sexual orientation or any other personal characteristic unrelated to job requirements.
2. Royal Mail is committed to taking positive steps to ensure that quality of opportunity is a reality. Royal Mail will regularly monitor the make-up of its workforce to compare its composition with that of the community, which it serves. Policies will be introduced to

enable currently under-represented groups to overcome barriers, which may in the past have prevented them from realising their full potential within Royal Mail.

3. Royal Mail will ensure that all employees are aware that they have a personal responsibility to uphold the agreed equal opportunities policy and that disciplinary action may be taken against any employee who fails to do so. Employees who believe that they have been subject to unfair discrimination [including harassment or victimisation] have the right to complain through the established procedures.

ANNEX A TO SECTION 1.6 - FACILITIES FOR UNION REPRESENTATIVES AND OFFICIALS

LEAVE FROM THE JOB

1. PAID LEAVE

1.1 Paid leave of absence from the job for industrial relations duties may be authorised either on an hourly basis [whether ad hoc or on a routine, pre-scheduled basis] or paid leave for activities outside the relative local management area, e.g. for attendance at an approved training course. In either case the general principle should be that representatives should be paid the basis pay and allowance that they would have received if they had been at work. In the case of short duration local release, pay and allowances should simply continue as if the employee was at work. Special arrangements apply in the case of Non-Assigned Allowances on paid leave, which are set out in [Annex B](#) to this section.

1.2 The following considerations also apply to the organisation and approval of paid leave.

- Any pre-scheduled, routine release is a matter for agreement between local managers and local representatives and will take into account the functions of the representative, the number of members represented and local circumstances such as the location of workplaces and the nature and requirements of the work.
- Where pre-scheduled release is not justified or requires to be supplemented for a particular reason, additional ad hoc release may be approved by the appropriate local manager when an issue cannot reasonably be dealt with outside working hours.
- The prior oral permission of the immediate manager should be obtained for each instance of absence other than for agreed routine release. Consideration may need to be given to the need for prior written permission where problems arise over failures to request release.
- A representative who has authority for release from overtime or scheduled attendance to undertake IR work should be paid the appropriate rate. However time/scheduled attendance should not be provided specifically for IR purposes.

2. PURPOSES FOR WHICH PAID LEAVE MAY BE TAKEN

2.1. Appearance on Behalf of Constituents

Paid Leave should be given to union representatives who appear on behalf of constituents before a court or tribunal, which is dealing with an industrial relations matter concerning the Post Office.

2.2. Joint Management Meetings

Paid release should be granted for joint meetings with management, which should include any time needed to travel to and from the meetings. Night workers may be granted paid release for the night preceding or the day following the meeting. Paid leave cannot be granted to cover overtime.

2.3. Pre-meetings

To assist the efficient functioning of Industrial Relations arrangements, it may be necessary for a representative co-ordinating meeting to be held immediately prior to a joint meeting. Paid time off may be given for this purpose. The circumstances, which warrant such time off, are a matter for agreement between the appropriate local manager and the union representative concerned.

2.4. Reporting Back

In normal circumstances, after a joint meeting with management, reporting back should take the form of a jointly agreed record of the discussion to be made available to the representative concerned. Area and local representatives may be allowed local leave for the preparation of the record and for area representatives reporting to local representatives.

It may be necessary, exceptionally and for urgent operational reasons, for the local manager to allow union representatives to call a meeting to report back more speedily and effectively to their members, managers and the representative concerned should determine jointly the form of reporting back [e.g. joint if appropriate] and the extent of reporting back in paid time.

2.5. Union Conferences

Paid leave shall be given to conference delegates/trainee delegates, EC members, Divisional Officers and members of the SOC to attend union conferences. In the case of conference delegates/trainee delegates, the union shall be billed following a conference, in line with Appendix 6 to this agreement.

3.UNPAID LEAVE

In addition to the paid leave provisions of this agreement, union members may receive unpaid leave for union members may receive unpaid leave for union activity under paragraph 2.2 Section 6. Unpaid leave counts towards annual leave counts towards annual leave entitlement and annual pay increments. For operational convenience, representatives should aggregate unpaid leave required into daily or half daily blocks which will be taken by arrangement with the local manager.

Royal Mail will continue to pay the appropriate employer's superannuation contributions provided that the Union continues to pay the employee's contribution.

4. EXECUTIVE COUNCIL AND STANDING ORDER COMMITTEE MEMBERS

Members of the Executive Council shall be afforded 45 days Paid leave during their period of office in addition to any paid leave justified under paragraph 2 of this Annex and paid release for acting as tutors at CWUIRMHQ approved courses. Any remaining time, which is not appropriate to paid release, will be given on unpaid terms. EC members shall be paid whilst on unpaid release and monies recovered from CWU HQ in line with Appendix 6 of this agreement. Standing Order Committee members shall receive up to 10 days paid leave annually for SOC work.

5. DIVISIONAL REPRESENTATIVES

Divisional Representatives will be granted full time paid release during their period of office.

6. SUBSTITUTE [LOCAL/AREA] REPRESENTATIVES

Where a representative is away on annual leave, sickness or official duty for any length of time, it may be appropriate to arrange for a substitute to be nominated and, where justified, to receive appropriate training. If local management are informed beforehand relevant facilities can be transferred to the substitute, albeit they may be adjusted to reflect that in many cases the substitute will not perform a full representative role.

7. AUTHORITY FOR FACILITIES

Where facilities are authorised on anything other than an ad-hoc basis, the standard form at Appendix 4 should be used on receipt of the credentials at Appendix 3.

8. SICK PAY CONDITIONS FOR PAID AND UNPAID LEAVE

Union representatives should notify their Supervising Officer if they are taken ill while on Paid or Unpaid Leave. On receipt of such notification the outstanding period of leave should be cancelled, the representative being regarded as having been due to resume duty on the day his incapacity was notified. He is then eligible to receive sick pay, on and from that date in accordance with the normal sick absence rules. The normal rules for reporting sick absence will apply. On notification of his fitness to resume normal duty the representative must submit a fresh application for leave if he wishes to resume his interrupted industrial relations/union activities.

9. MONITORING OF RELEASE

Local agreed proformas should be used for the purposes of requesting and authorising leave outside the local management area and unpaid leave within it.

ANNEX B TO SECTION 1.6 - FACILITIES FOR UNION REPRESENTATIVES AND OFFICIALS

PAYMENT OF NON-ASSIGNED ALLOWANCES TO CWU REPRESENTATIVES

1. Royal Mail undertakes that no employees who perform industrial relations work will suffer financial loss where such industrial relations work results in a potential loss of non-assigned allowances. Non-assigned allowances for the purpose of the preceding sentence are defined as the following allowances:

- Night Duty Allowance
- Saturday Premium
- Driving Allowance

earned during conditioned hours.

2. Royal Mail will, for duly accredited Union representatives recognised by Royal Mail, guarantee individuals that earnings for work performed during conditioned hours will be maintained at the level of the 12 months preceding their first election to a continuous period of office. The pensionability of such payments will be the same as for an employee who did the appropriate work to receive them.

3. The level of such payments will be subject to review by local managers who may change payments, for a material reason, which must be communicated to the individual before the change is made. There is no need to increase payments as the guaranteed pay system will ensure that where hours are worked so as to increase the individual's entitlement to Night Duty Allowance, Saturday Premium and Driving Allowance, the individual will receive the benefit in the normal way. A potential reason for reducing the level of payment is where an individual chooses, of his or her own volition, to change his or her duty to a duty, which earns less of the protected allowances.

4. In calculating the level of Night Duty Allowance, Saturday premium and Driving Allowance in the reference period, proper account should be taken that these allowances are only earned as a result of attendance, therefore full weeks of absence [due to annual leave, etc] should be discounted [ignoring periods of less than one week] and the divisor reduced accordingly. Where an individual has been on full or part time release for all or part of the reference period any protection of non-assigned allowances should be added to those actually paid for. Under no circumstances will the amount of protected allowances be greater than those that can be earned on the individual's chosen duty. No payment will be made to individuals during full weeks or annual leave, any loss of earnings will be mitigated by the payment of Improved Holiday Pay as with other employees, nor will payment be made for full weeks of absence due to sick leave and Special Leave A, B and C. Where the absence is no Paid Leave, payment will be made.

5. A standard authority for the payment of non-assigned allowances is at Appendix 5.

APPENDIX 1.1 GRADES EMPLOYED IN ROYAL MAIL AND REPRESENTED BY CWU

CWU is recognised for representative and bargaining purposes for the following grades of employee

- Catering Grades 1 to 4
- Cleaner
- Doorkeeper
- Letters Administrator 1
- Letters Administrator 2
- Liftman
- Postman [including Postal Cadet]
- Postman Higher Grade

APPENDIX 1.2 DISCIPLINE PROCEDURE FOR UNION REPRESENTATIVES

1. The procedure will apply to accredited representatives of the CWU as defined in Section 5 of this agreement, including recognised CWU branch officials and the accredited substitutes of representatives provided their substitution had been notified to management prior to the alleged misconduct and their period of substitution included the time of the incident.

2. The procedure, which applies to representatives and officials only when acting in their representative capacity, will operate as follows:

2.1. Following the alleged misconduct, the local manager will write to the individual concerned asking for his explanation of the incident in accordance with the normal provisions of the Discipline Code. He/she will be asked to confirm that they were acting in a representative capacity at the time in question and will be advised that a copy of the letter seeking an explanation will be sent to the Secretary of the Union branch

concerned. In the case of a local representative, a copy will be sent also to the relative area representative; in the case of an area representative, a copy will be sent to the branch chairman.

2.2. A reply from the individual should be provided within one day of receiving the request for an explanation.

2.3. If the reply is acceptable to the local manager, the individual concerned will be advised accordingly in writing and the letter will be copied to the same addresses as the original request for an explanation.

3. If the explanation is not acceptable or if no explanation is provided, the individual [and copy addresses] will be advised of the position and allowed a period of up to one week to supply any further explanation and for this to be considered. If no acceptable explanation is provided, the local manager will refer the case via the relative area manager to the divisional line manager, recommending further action.

4. If the divisional line manager considers the case should be processed as a disciplinary matter, he or she will notify CWU HQ in writing of this intention and will supply such evidence as is available. The divisional line manager will, at the same time ask the local manager concerned to confirm to the individual that it is proposed to process the matter further under the Discipline Code and will advise the local manager to call the individual for interview and otherwise deal with the matter as provided for in the Discipline Code up to but not including the communication of the decision to the employee.

5. After processing the matter in accordance with paragraph 4 above, the local manager will again refer the matter via the area manager to the divisional line manager recommending disciplinary action as appropriate.

6. The divisional line manager, having decided whether or not this recommendation should be supported, will write to CWU HQ, updating evidence as may be necessary and saying what disciplinary penalty it is proposed to award. CWU HQ will be invited to put forward any representations they may wish to make and, at the same time, the local manager will be asked to advise the individual so that he or she can put forward any reasons why the award should not be made.

7. After the divisional line manager has considered any representations from the individual to the local manager or from CWU HQ, he or she will advise the local manager if and when the individual should be told of the disciplinary award in accordance with the provisions of the Code. CWU HQ will be similarly advised.

8. If the individual considered he or she has good reason to challenge the penalty awarded, he or she will be entitled to seek an explanation from the local manager and, if not satisfied, may appeal either personally or through CWU HQ. In serious cases involving dismissal, suspended dismissal or compulsory transfer, CWU HQ may, at the discretion of the General Secretary, refer the case to the Personnel Director Royal Mail. In other cases the appeal will be considered by the Divisional Personnel Director.

APPENDIX 1.3 CREDENTIAL FOR CWU REPRESENTATIVES

This is to certify that

[name]

of [unit/location]

Date

Signed

Local Manager

*Excluding Paid Leave taken for attendance at approved union training courses and locally agreed IR training

NOTES:

However many credential's a representative may 2. Where individuals hold more than one present, only one form of authority is to be given representative position, facility time should be to one person. This may require the authority to aggregated [up to full time release] except where be updated or amended if credentials are the separate representative positions would lead presented at different times to duplication of role or activity.

APPENDIX 1.5 PAYMENT OF NON-ASSIGNED ALLOWANCES TO UNION REPRESENTATIVES ON A PERMANENT LEVEL OF RELEASE WHEN EMPLOYED ON INDUSTRIAL RELATIONS WORK

Name of representative

Grade Union

Duty Appointment held

1 agree that the non-assigned allowances listed in column [iv/x/vi]* overleaf should be paid to

Mr/Mrs/Miss whilst he/she is engaged on industrial relations work whilst holding the above appointment.

Local Manager Union Representative

Office Office

*delete as appropriate

NOTES:

1. Both sides of this form should be completed on
2. Complete only columns [i] to [iv] for full time release.
3. Complete columns [i] to [vi] for permanent part time release.
4. In column [i] for full time release and permanent part time release where duty changes on appointment, the 12-month reference period is applicable. The averaged figure should be calculated separately and filed with this form.

Column [i] should be completed in such a way that the precise amount/hours to be paid and the reason for it can be identified.

5. appointment to Representative status and should be amended only when release time for industrial relations purposes alters.

The total amount of any specific non-assigned allowance paid must not exceed that which the union representative would have received had he stayed on his original duty, unless in performing his new duty he undertakes the actual work attracting the allowance.

APPENDIX 1.6 PAYMENT OF REPRESENTATIVES OF THE COMMUNICATION WORKERS UNION ON UNPAID LEAVE [EC OFFICERS AND FIELD OFFICERS] AND CONFERENCE DELEGATES

This appendix covers the Special Pay Arrangements for:

- CWU EC members and up to nationally nominated field officers
- Conference delegates

2. PROCESSING OF APPLICATIONS FOR LEAVE

A locally produced form should be used to process and authorise applications from EC members and a Field Officers for unpaid leave and for conference delegates.

3. INCOME TAX, POSSS/POPS AND NI CONTRIBUTIONS

4.

No abatement of pay for CWU EC members and the 10 Field Officers on unpaid leave and conference delegates for conference leave will be made. Income Tax, NI and POSSS/POPS contributions should continue to be deducted normally. The employer's contribution to POSSS/POPS and NI will be paid by Royal Mail but only the appropriate portion of employer's NI contributions will be recovered from the CWU.

4. PREPARATION OF BILL

When the special leave has been authorised the amount to be recovered should be calculated. A bill on headed paper should be prepared in triplicate showing the amounts to be repaid by the CWU, i.e.

a. for conference delegates 60% of national pay [excluding RULC2, RBS and AIS bonuses for CWUI and non-assigned allowances including London Weighting and RRIS and the employers NI contribution

b. for EC members and the 10 Field Officers, full pay [employees on unpaid leave are ineligible for bonus payments]; employers NI* contribution and VAT at 17.5%

- All copies of bills should be passed to the Divisional Pay Group with the locally prepared application for leave form. It is recommended that records for those representatives should be retained separately since, when arrears of pay are due because of a retrospective pay revision, it will be necessary to pay the arrears in the normal manner and **BILL THE CWU FOR THEIR PORTION OF THE PAYMENTS, THE EMPLOYER'S NI CONTRIBUTION OF THOSE PAYMENTS AND IN THE CASE OF EC MEMBERS AND FIELD OFFICERS VAT ON THE TOTAL.** Such bills should be clearly marked with the reason for their issue.

ACCOUNTING

5.1 All copies of the invoice should be passed to the Cashier who will retain two under copies pending payment and send the top copy, for EC members and the 10 Field Officers, to the CWU HQ at

The General Treasurer, Communication Workers Union, CWU House, Crescent Lane Clapham, LONDON, SW4 9RN

or, in the case of conference delegates, the local branch secretary

5.2 When payment is received the amounts should be brought to account in the 'PLAINS' system against expenditure item code 4789 - "Income for Secondment Receipts". The posting should be split between basic and VAT and form part of the relevant weeks standard Giro Account journal voucher.

The two retained under copies should be noted with the date payment is received plus the journal voucher reference and date of entry into the PLAINS nominal ledger. One copy should be used as a supporting voucher to the journal entry and the other passed to Staff Branch for filing with the CWU representative's personal papers.

INDUSTRIAL RELATIONS REVIEW AGREEMENT

Following lengthy national negotiations, March 1992 saw the launch of the Royal Mail and CWU Industrial Relations Framework. It had been jointly recognised, following Business Development, which radically altered the structure of the Business, that the existing Industrial Relations agreements required more positive direction, together with a clear definition of the representational interface between the employer and the Union. This direction took the form of a Statement of Principles, which is summarised as follows: -

Royal Mail and the CWU are committed to the provision of a consistently reliable and professional service to the customer and to the development of a working environment which encourages respect for, and the involvement of all employees, concern for their well-being and recognition of the value of their contribution.

The CWU's important role in the Business is established.

Recognition that the views of the staff on collective issues should be expressed through the Union alongside other measures to ensure two way communication and employee involvement.

An encouragement of trade union membership and participation to enable CWU to be fully representative.

A commission by Royal Mail and the Union to foster positive working relationships at all levels and a recognition of the importance of establishing well understood and observed procedures to ensure that both parties can work together constructively.

2. The Industrial Relations Framework has now been in place for some two years and Royal Mail and the CWU have completed the joint review to consider whether the principles that underpinned that agreement are still valid and whether they have been adhered to by the parties involved.

3. The general consensus is that the framework is sound, however, a number of problems have been identified. These problems are due to failures to understand the framework, or, indeed, apply it.

4. It is, therefore, essential that we jointly re-launch the Industrial Relations Framework. We need to pay particular attention to the requirements for meaningful strategic involvement, recognising that the Industrial Relations Framework is founded on joint problem-solving to achieve positive benefits for the Business and its employees, and is not a collection of tedious procedures that present obstacles to be avoided or overcome.

5. It is jointly recognised that if the framework is to fulfil its potential we must refocus on communication and training at both local and area level in order to ensure the provision of information at all levels and the recognition of the key role of localities and areas in the decision-making processes of the Business. Royal Mail and the CWU have accordingly agreed that further steps to improve industrial relations will be taken as follows.

6. BUILDING COMMITMENT TO THE FRAMEWORK

We are jointly concerned as to the level of commitment of some key players to our agreements. There are a number of examples where people have acted outside the framework. We agree some immediate steps are necessary to reaffirm our support for the principles set out in our agreement:

- we agree the strategic involvement section of the IR Framework, attached at Appendix 1.
- we will attach copies of National Agreements and resolutions of In Principle Disagreements to future NJNC minutes. By the end of 1994 we will construct a jointly agreed list of extant national agreements.
- we agree that Area Representatives will meet at quarterly intervals with national officers to discuss issues and negotiations being conducted at national level. The purpose of these four one-day meetings will be to build understanding and expertise.
- speakers will be provided by Royal Mail and CWU Headquarters and Royal Mail will provide paid leave from work for these forums and any required travelling time to and from the forum.
- whilst it remains the Union's decision who it sends to Conference, it is recognised by the CWU that the key players in the representational interface between employer and Union must form a part of the Conference decision process. It is jointly recognised that there is also a formidable group of unit representatives, which we must train, and point in a positive direction.
- as part of this agreement there are revised arrangements for conference funding which will be reviewed later.
- we are committed to the deployment of our Joint Problem Solving agreement to every area no later than June 1995. By end of September 1994 we will construct a programme to do this including what capability needs to be provided to deploy JPS successfully.

COMMUNICATION ISSUES

We both agree that communications could be considerably improved. This is a key activity for us, which we will tackle as a priority. We will take as a starting point the approach suggested following our meeting on Communications at ACAS. Details of the approach are set out at Appendix 2.

More immediately, we would look at what communications/hardware/software could be used to speed up communications and thereby improve the decision-making process.

SPEEDY RESPONSE TO ISSUES

We are both concerned that issues are tending to 'drag'. Not necessarily because of their content, but because of our respective 'machines'. Our concern focuses on the operation of the NJNC. We will look again at this forum as the start point for a root and branch review of our negotiating machinery as to whether it meets the needs of a modern decision-making process. We agree to contact ACAS by end of September 1994 for their assistance in conducting this review.

IMPROVING QUALITY OF TRAINING

The CWU has initiated independent evaluation of its training programme. The Area Rep course has been evaluated. During the next school cycle starting in October all other courses will be evaluated. We agree that in future Union training be authorised after an independent evaluation of the effectiveness and efficiency of pilot courses. For its part, Royal Mail are conducting a root and branch review of management IR capability and will

share the results of that assessment [which will not identify individuals] with the CWU by December 1994.

DETAILED APPLICATION OF THE AGREEMENT

A number of issues require clarification in order to raise understanding of the existing provisions of the IR framework. These issues are:

- that all CWU members may ask for their Area Representatives to represent them in an individual procedure when the case is being dealt with by a JV2 manager or above.
- that CWU Safety representatives are covered by the disciplinary procedure for Union Representatives.
- that where a shift representative is absent on leave and another representative from the same function does not work on that shift, a representative from another shift in the same function can exercise representation rights for the 'uncovered' constituency.
- that the representation provisions of the framework do allow CWU to nominate an Area Representative to be the 'lead negotiator' where a cross functional issue is being negotiated with a number of Area Managers. Where this is the case, the Section 1 and 3 provision of Achieving Local Agreement will apply across the board' unless mutually agreed otherwise by all the Area Representatives and managers involved.
- that the principle of CashCo employees wishing to stand for election to Area Distribution Reps has been established.

FIELD STRUCTURE

Leading into the merged Union, we both recognise that we will need to readdress the issue of field structure. It is, therefore, important that by end of October 1994 we should review the field structure, including Divisional Representatives, sub-Divisional, Area and Local Representatives. This of course would encompass the full time release provision to ensure that the business and Union got value for money out of 27 Divisional Representatives and to ensure that those Representatives have the necessary strategic and operational involvement required for their roles in order to guarantee the most effective and efficient representation structure within the merged Union. As part of this review, we will address Divisional Representative substitution arrangements. Branch Secretary paid release time is subject to a separate review by March 1995.

FURTHER IMPROVING INDUSTRIAL RELATIONS

We jointly recognise the search for the best industrial relations is a continuous one. We agree that we must adopt a rigorous and systematic approach to ensure that we use principles and facts rather than prejudice and posture to identify what further improvements can be made. We, therefore, agree the following:

- THE FIRST STEP is to described what the industrial relations system is. This can be done with maps which can identify the system and where and at what level the Union enter the framework and the method of identifying where misunderstandings occur or what elements may have been missed out. The first version of the maps is attached at Appendix 3.
- THE SECOND STEP will be to go out jointly to all those who have a place in the system and identify where they think the problems are, how serious t hose problems are., what improvements are being made and by whom. We agree that this work should be completed by December 1994.

- THE THIRD STEP will be to develop jointly agreed measurements of industrial relations performance. These measures will be collected and used by managers and representatives at all levels to compare and improve performance. Measures may include, e.g. number of and reasons for disputes, number of agreements, ratio of disagreements to agreements, speed of resolution of issues, level of employee involvement. Measures will be in place and displayed/communicated by March 1995.
- THE FOURTH STEP is to use our joint problem solving approach at national level to identify and implement improvements that require national action or support.

FINANCIAL SUPPORT FOR UNION ORGANISATION

Due to changed legal requirements, we have agreed that:

- The arrangements for the collection of union subscriptions via payroll are at Appendix 4.
- As set out above, Area Representatives shall receive paid leave for meeting with national officers four times each calendar year. In addition, they shall receive paid leave for attending Annual Union conference, as shall EC members, SOC members and Divisional representatives.

Part paid release for conference is abolished as part of this agreement. In addition to Area Reps, the following will be granted full paid release for annual conference

- two delegates per branch
- two trainee delegates [local reps] per branch
- one functional local representatives where the branch concerned does not have an Area Representative representing members working in an operational function. This facility does not apply for 'Admin' Branches or LCT/LRT/TP
- tellers and stewards for host branches

Facilities for special conference should be discussed at HQ level as the occasion arises.

It is the responsibility of delegates to provide appropriate credentials when claiming paid release well in advance of annual conference. Release shall be granted subject to operational requirements.

In addition, following Customs and Excise advice, from 1 October 1994 unpaid leave for union purposes will not have VAT levied on it. As part of this agreement, from the same date provisions for central billing will be introduced. Representatives and officials [including Regional Secretaries] may elect to take release for union purposes on a regular basis subject to the following

- the operational needs of their office
- payment for any substitution [including O/T] required to cover the hours [recognising lapsing will reduce the number of hours requiring cover].
- that no abatement of pay will be made. Income tax, NI, POSSS/POPS contributions should be continued to be deducted normally Bills should be generated for this release no less often than monthly. The bills should be sent in the first instance to the individual released for concurrence. Once concurrence is received, but in any event no later than four weeks after the bill is generated, the bills should be sent to:

The General Treasurer, Communication Workers Union, CWU House, Crescent Lane, Clapham Common, LONDON, SW4 9RN

- the bill should include [including London ranges] pay, non-assigned allowances including RRIS and employers' NI/Pension contributions and substitution costs
- otherwise preparation and processing of bills should be as set out in Appendix 6 to the IR framework

Both parties agree that these central billing provisions are dependent on commitment to the IR framework. Specifically, if evidence arises that individuals/representatives have been instructed to break the industrial relations framework by local officials/committees, then these central billing provisions may be withdrawn to the officials/committee concerned for a period of 12 months. [Royal Mail shall, after appropriate investigation, give four weeks notice of withdrawal during which time CWU HQ may present reasons why withdrawal should not take place].

CONCLUSION

Royal Mail and CWU stress structure. It is, therefore, important that by end of October 1994 we should review the field structure, including Divisional Representatives, sub-Divisional, Area and Local Representatives. This of course would encompass the full time release provision to ensure that the business and Union got value for money out of 27 Divisional Representatives and to ensure that those Representatives have the necessary strategic and operational involvement required for their roles in order to guarantee the most effective and efficient representation structure within the merged Union. As part of this review, we will address Divisional Representative substitution arrangements. Branch Secretary paid release time is subject to a separate review by March 1995.

Royal Mail and CWU stress that the key issue remains how to build commitment to the principles of the Industrial Relations Framework. We both accept that managers, Union Representatives and employees require leadership at all levels, particularly in the areas where the framework does not appear to produce real benefits at present. This review is reaffirmation of the commitment of both Royal Mail and CWU to the principles of our framework. We recognise that in order to be proud of our industrial relations - to promote it as the 'best' not just within Royal Mail, but to the public, customers and other Unions, we need to undertake a lot of hard work. Rather than insert a review clause in this agreement and as an expression of our long term relationship, we commit that the most senior negotiators in our respect organisations will, on a quarterly basis, monitor IR performance and promote involvement.

JOHN FISHER:
Head of Industrial Relations
Royal Mail
SEPTEMBER 1994

DEREK HODGSON:
Deputy General Secretary
Communication Workers Union
SEPTEMBER 1994

APPENDIX 2.1 INVOLVEMENT AND PARTICIPATION WITHIN ROYAL MAIL

1. INTRODUCTION

Royal Mail and CWU agree that involvement of all employees is key to the future success of Royal Mail and every avenue for achieving it needs to be well planned and implemented. They agree that this agreement will provide the arrangements called for in section 2 of the new IR Framework.

2. These detailed arrangements are not intended to provide a further negotiating opportunity, but do demand real commitment in terms of time and resource and

behaviours. They should provide an additional two-way communication two-way communication channel between Royal Mail and its employees, including their representatives in particular and as an opportunity to influence behaviour, in both directions.

3. This agreement sets out a clear process at National and Divisional level, which must be followed, together with minimum standards for local and area activity.

4. All Business Units are committed to the JR Framework and the spirit of the Strategic Involvement process, through it may vary slightly in SBUs and Business Centres to reflect their different organisational structures.

5. BENEFITS OF INVOLVEMENT

There are a number of clear benefits - and hence objectives - for greater involvement of employees and their representatives.

a. Early involvement of employees and their representatives will lead to improved policies and planning, because early involvement leads to more informed decision making.

b. The implementation of change will be made smoother because a degree of understanding will have been established at the planning stage.

c. Improved understanding of the overall direction of the Business will allow input to the next plan to be better informed; thus a virtuous circle will be created.

d. The relationship between Royal Mail and the unions will be more constructive.

e. The education opportunity offered by the process will further Royal Mail and its unions' aim for the Business to become a learning organisation.

6. NATIONAL LEVEL

Nationally, with the NJNC monthly meetings remaining the central negotiating forum, the following activity will take place:

FEBRUARY/MARCH - Managing Director presents the Royal Mail Business Plan at the Strategic Joint Forum to Union General Officers with the aim of sharing understanding of the business environment and the implications for Royal Mail. At this stage, key strategic issues requiring more detailed discussion will be identified and lead roles specified.

THROUGHOUT THE YEAR - The five Royal Mail Strategic Directors meet with general Offices at least twice a year to review progress, take their views and discuss issues.

OCTOBER - Managing Director and General Officers meet to review the business environment and discuss the planning assumptions for the forthcoming Business Plan, as well as reviewing the performance of the Business at midyear.

7. DIVISIONAL LEVEL

A similar process will operate at Divisional level

FEBRUARY/MARCH - DGM presents the Divisional Business Plan to Divisional Representatives with the aim of sharing understanding of the key objectives of the Plan and the implications for the Division. A commitment will be made at this stage to keep the Divisional representatives up-to-date on an ongoing basis.

FEBRUARY-JUNE - All Divisional Director will hold meetings with the Divisional Representatives in each of the key strategic areas to review action plans flowing from the current plan and take input to the next year's Plan.

SEPTEMBER-NOVEMBER - DGM and Divisional Representatives meet to review the Business Plan that will be proposed to the Royal Mail Executive Committee and also to review the performance of the Division at midyear.

8. SUB-DIVISIONAL LEVEL

The detailed process must be developed with Divisional Representatives against the following standards:

a. Area and Local Representatives should be given opportunities to discuss with managers the implications of major plans and policies, but also including major unforeseen events. One such opportunity should be taken as soon as possible after the Spring meetings at paragraph 6 above and concentrate on the effects of the explain at individual area and local unit level, set in the context of the whole Divisional Plan.

b. As part of the existing commitment to involvement and consultation, Managers and Area/Local Representatives have met on a regular basis [three times every six months]. In future, these meetings should, in part, be used to discuss issues to input to Divisional level for future planning.

9. In addition, it is agreed that it is also necessary for managers to ensure that all employees have both a knowledge and understanding of key Business Unit strategies and policies and how this will affect them. Mechanisms should be put in place to communicate Business Unit Plans and to enable feedback on those plans to be taken into account for future planning.

10. SUPPORT FOR INVOLVEMENT AND PARTICIPATION

Both Royal Mail and CWU recognise that understanding is needed for managers and representatives, that capability and trust both take time to build, and consistent goodwill is a shared objective. There needs to be a willingness to address issues constructively and commitment to and training support for the process whilst capability is increasing.

11. Initially, business procedures may have to be explained [eg Management Process, Profit and Loss, Budget Process, Allocation of Capital, etcl but the value of employee involvement will increase as knowledge and understanding increases. The education resulting from participation in the process is likely to contribute to awareness generally. At each level of the process participants should identify what education is required and how best it may be delivered.

12. The involvement and participation process should not be seen as excluding dialogue on development of policy at other times, as appropriate, and is to run alongside other processes to encourage employee involvement and participation, eg through Customer First and team briefing.

13. EVALUATION

It is agreed that the effectiveness of the implementation of strategic involvement must be evaluated in addition to the benefits of the involvement.

Questions asked could include :

- How well did we implement the process?
- Did we keep to the jointly agreed agenda?
- Were the meetings timely?
- How did the input received affect the Business Plan?
- How did the dialogue affect the implementation of the Business Plan?
- Do the representatives involved, and the people they represent, feel that they had an opportunity for genuine input to policy?
- Have we jointly reviewed the process and addressed the improvement opportunities identified?

At each level the parties will determine at what point they will evaluate the process and the mechanism for doing so.

APPENDIX 2.2 SUGGESTED ACAS APPROACH FOR IMPROVING COMMUNICATIONS

JOINT OBJECTIVE

To establish a communication process for collective issues that creates and supports an environment of integrity and trust between Royal Mail, the Union, managers, representatives and employees, which builds upon the foundations of the Industrial Relations Framework.

ISSUES TO BE ADDRESSED

Three key areas for improvement:

- National RM/CWU communications consistency
- Local RM/CWU management of issues
- Local RM/CWU communications

To ensure the relative roles of communication and negotiation are understood.

To balance the flow of information against the capability to deal with the information communicated, e.g. don't overload people with 'detail' put in a form people find accessible.

Recognise that more information can lead to insecurity/uncertainty and therefore requires building of confidence.

POSSIBLE ACTIONS TO BE TAKEN

- a. Development of joint policy on communications - should this be a policy, an agreement, guidelines or a local statement?
- b. Review of security process to ensure integrity.
- c. Model developed for the communications process as well as policy.
- d. Opportunities to implement policy in the spirit of the Industrial Relations Framework as an educational process to be developed.

e. Terms of Reference for a joint group should be developed along with a purpose/outputs for joint communications on collective issues.

JOINT GROUP TERMS OF REFERENCE NEED TO INCLUDE

1. Timing
2. Confidentiality
3. The use of joint problem solving
4. 'Strategic involvement's local needs
5. Creation of process models and resulting actions
6. Creation of agreement/local model
7. Involvement
8. Education
9. Usage/abuse of information/integrity
10. Spirit of agreement, partnership, together we go forwards
11. Communication of communications approach. Need to move from an unconscious to a conscious approach to communication.

APPENDIX 2.4 AGREEMENT FOR DEDUCTION OF UNION MEMBERSHIP SUBSCRIPTIONS

This agreement is made the 30th day of August 1994 BETWEEN ROYAL MAIL [a part of the Post Office] whose head office is at 148 Old Street, London, EC1V 9HQ [hereinafter called "RM"] on the one part and the COMMUNICATION WORKERS UNION whose headquarters is at Crescent Lane, London, SW4 9RN [hereinafter called "CWU"] OF THE OTHER PART.

WHEREAS:

[i] CWU is desirous of maintaining a method of deduction of subscriptions from the wages/salaries of its members who are employees of the Post Office, working for RM.

[ii] RM agrees that such deductions may take place provided they are in accordance with statutory provisions, in particular the provisions of Section 15 of the Trade Union Reform and Employment Rights Act 1993.

[iii] The CWU proposes a merger with the National Communications Workers' Union during the currency of the Agreement. It is intended by the parties that the Agreement will apply to the merged Union [CWU] as it does to the CWU.

NOW this Agreement provides as follows:

1. RM agrees to deduct CWU membership subscription from the pay of consenting Post Office employees working for RM who are CWU members during the currency of this section of this Agreement in accordance with the arrangements provided herein.

2. The CWU agrees to pay RM a collection fee of 2.5% of subscriptions collected hereunder after the 1ST September 1994, which payments may be deducted by RM from the subscriptions collected before the balance is remitted to the CWU by RM.

3. This section of the Agreement is intended to be a permanent arrangement which may normally only be terminated to either of both parties, giving to the other 12 months notice in writing to terminate.

The only circumstances, in which Royal Mail would invoke this clause with less than one year's notice, would be where unlawful industrial action caused a deterioration in relationships.

In such circumstances, notice would not be less than 24 weeks and would only be served after 14 days had elapsed to allow the circumstances of such industrial action to be referred to the NJNC for analysis and consideration as to whether local parties have adhered to the jointly agreed national procedures.

CWU and RM confirm their commitment to ensure that their officials and managers act within the law and jointly agreed national procedures.

If notice is served, it will be signed by the Managing Director of Royal Mail and delivered to the General Secretary.

4. All costs, expenses or other financial penalty or payment whatsoever incurred by RM as a result of the provision of any incorrect information whatsoever by CWU to RM, or failure by CWU to observe the obligations on its part in this section of the Agreement, shall be borne by CWU who will reimburse RM in respect of such costs, expenses or other financial penalty or payments as soon as reasonably practicable.

5. The deduction of CWU membership subscriptions by RM pursuant to Clause 1 hereof shall be in accordance with the following arrangements:

5.1 Each RM personnel unit shall on or before the 30 April 1994 give CWU HQ Organising Department lists of current members of the CWU in its area whose subscriptions are presently deducted from RM payroll, together with the total number of members eligible for membership of the CWU in its area.

5.2 Thereafter, CWU will send RM personnel units signed and dated authorisations from each member whose name appears in the original list provided by RM and any other member whose name does not appear on the original list but who has signed and dated an authorisation. RM shall make deduction from wages in accordance with the signed authorisations

5.3 RM will provide CWU as soon as reasonably practicable after 30 August 1994 with a "Closure Report" containing details of all individual members from whose wages CWU membership subscriptions have been deducted in accordance with the said authorisation, together with the number of employees at each RM location who are eligible for CWU membership of the CWU but who have not submitted an authorisation hereunder.

5.4 At the anniversary of the said "Closure Report", or as soon as reasonably practicable thereafter, RM will provide CWU with an updated list of the names and locations of those of its employees with the each personnel unit who are members of the CWU and from whose wages subscriptions are deducted together with the number of employees in each such area who are eligible for membership of the CWU but from whose wages subscriptions are not deducted.

5.5 Facilities for access to buildings and recruitment activities shall be governed by the IR Framework agreement current at the material time.

5.6 The CWU shall agree with RM the style and content of the form upon which the said authorisation are to be given by CWU members. The form shall state the appropriate subscription rate at the date of signature by the member.

5.7 The CWU subscriptions must be for the regular weekly amounts for weekly paid employees and for a regular monthly amount for the monthly paid employees. RM

undertake to provide CWU with all material changes of employment status of members including details of less than full pay during periods of prolonged absence. The precise detailed information required and the mechanism for providing it, will be determined during the course of September 1994.

5.8 RM shall make deduction of CWU subscriptions in accordance with this section of the Agreement during any payment period in respect of which wages are due to a member who has authorised such deductions, including periods of sickness and holidays.

5.9 Any increase in the amount of CWU subscriptions shall be notified to RM at least two months before the date upon which it is proposed that the increase shall be effective. RM shall notify members of the CWU whose subscriptions are to be increased in the manner and at a time as is required by S.68 of the Trade Union and Labour Relations [Consolidations] Act 1992. Such notification shall not take place more than once in each calendar year unless subsequently mutually agreed between the parties to this agreement.

5.10 No subscription shall be deducted from the wages of any employee of RM who withdraws the authorisation of deduction within time for it to be reasonably practicable for RM not to make the deduction.

5.11 RM will use best endeavours to ensure that all lists supplied to the CWU hereunder are accurate but does not guarantee the total accuracy of any such list.

5.12 The parties to this section of the Agreement shall again implement the provisions of Clause 5.1 and 5.2 above on a timetable to be agreed between 1 July 1996 and 25 February 1997 and/or at any other time as may be agreed.

6. Any question in dispute or claim under this section of the Agreement shall be construed in accordance with the provisions of the English law.

JOHN FISHER:
Head of Industrial Relations
Royal Mail
SEPTEMBER 1994

DEREK HODGSON:
Deputy General Secretary
Communication Workers Union
SEPTEMBER 1994

SERVICE DELIVERY REORGANISATION – INDUSTRIAL RELATIONS STRUCTURE DIVISIONAL REPRESENTATIVES - CONFERENCE DECISIONS

1. As a consequence of the changes in managerial structure resultant from Service Delivery Reorganisation changes will be needed in the way that manager's interface with union representatives to fulfil the objectives of the Industrial Relations Framework.
2. Any changes made have been done so in accordance with the following principles:-
 - consolidation of the principle of securing agreement at the lowest possible level.
 - ensuring that the line accountability for the resolution of disagreements is maintained.
 - ensuring that the appropriate level of managers and representatives, at the right level are provided.
3. No changes will be required in unit or shift representation.
4. Mail Centre Managers will interface with Area Processing Representatives and will lead Stages One to Three of the Achieving Agreement Process.

5. Delivery

5.1 Where the Delivery Sector Manager is of Senior Salary status (SB9 or above) Stages One, Two and Three of the Achieving Agreement Process will be handled by the Delivery Sector Manager and the Area Delivery Representative. At the Stage Three meeting the Delivery Sector Manager, Area Delivery Representative, Divisional Headquarters Representative normally the Divisional Industrial Relations Manager and a Divisional Representative will meet with full authority to reach agreement on the issue.

5.2 Where a particular sector is not managed by a senior salary manager, Stages One and Two of the Achieving Agreement Process will be handled by the Delivery Sector Manager and the Area Delivery Representative. If this fails to achieve a resolution of the matter Stage Three of the Achieving Agreement Process will be led by the Area Manager. At that meeting the Area Manager, Delivery Sector Manager, Area Delivery Representative, Divisional Headquarters Representative, normally the Divisional Industrial Relations Manager and a Divisional representative will meet with full authority to reach agreement on the issue.

6. Distribution

6.1 Where the Local Distribution Manager is of Senior Salary status Stages One, Two and Three of the Achieving Agreement Process will be handled by the Local Distribution Manager and the Area Distribution Representative. At the Stage Three meeting the Local Distribution Manager, Area Distribution Representative, Divisional Headquarters Representative, normally the Divisional Industrial Relations Manager and a Divisional Representative will meet with full authority to reach agreement on the issue.

6.2 Where a particular Local Distribution Manager is not a senior salary manager, Stages One and Two of the Achieving Agreement Process will be handled by the Local Distribution Manager and the Area Distribution Representative.

6.2.1 Where the Local Distribution Manager is based at a Mail Centre and is not a senior salary manager, and the issue arises at that Mail Centre, Stage Three of the Achieving Agreement Process will be led by the Mail Centre Manager. At that meeting the Mail Centre Manager, Local Distribution Manager, Area Distribution Representative, Divisional

Headquarters Representative, normally the Divisional Industrial Relations Manager and a Divisional Representative will meet with full authority to reach agreement on the issue.

6.2.2 Where the Local Distribution Manager is based at a Delivery Office and is not a senior salary manager and the issue arises at that Delivery office, Stage Three of the Achieving Agreement Process will be conducted in line with the normal Stage Three process for that unit except that instead of the Area Delivery Representative, the Area Distribution Representative will be involved.

6.3 Some units will not fit within the foregoing examples e.g. RDC and Cashco. In these circumstances the same principles will apply, where there is a line senior manager for that unit he or she will have the responsibility for leading Stages One to Three of the Achieving Agreement Process. Where there is not a senior manager responsible for the unit, the local manager will conduct Stages One and Two of the Achieving Agreement Process and Stage Three will be led by the Area Manager responsible for that unit.

7. Except as outlined above, Area Managers will play no direct role in the normal industrial relations process. They will, however, act as the lead to improve industrial relations in their particular area. To this end they will lead Strategic Involvement and Joint Problem solving in the area in conjunction with their Direct Reports, Area Representatives and such Divisional input (Divisional Industrial Relations Manager and Divisional Representative) as necessary.

8. Technical Services

8.1 Employees in Processing will interface with the Mail Centre Manager or his or her deputy in technical matters, the Automation Systems Manager. The Mail Centre Manager will lead Stages One to Three of the Achieving Agreement Process.

8.2 Arrangements for managers and employees in Motor Transport and those in Facilities (Contract Services) will continue unchanged.

9. Administration/Secretarial Employees

Secretarial and Administrative employees in very small groups will normally be represented by the representative in the nearest large Processing Unit. Where there is a large number of Secretarial and Administrative employees, they may have their own representative who will deal with the appropriate administration manager. One of the administrative representatives in a division or HQ unit will adopt the role of senior representative e.g. for the purpose of registering disagreements. These arrangements remain unchanged from the Industrial Relations Framework.

10. Review

It is jointly recognised that there will be need to review the processes outlined above and representative constituencies once the new managerial structure has bedded in. This will be best achieved by a National Joint Review of constituencies leading to a review of Industrial Relations processes (including the possibility of involving, by exception Divisional Operational Directors in issues of major divisional Industrial Relations concern) following consultation with the Divisional Industrial Relations Managers and Divisional Representatives. The review which will incorporate Technical Services employees, will be completed and any agreed changes ready for implementation on 1 October 1996 and will utilise the terms of reference detailed in paragraph. 2.

11. DIVISIONAL REPRESENTATIVES

In accordance with the signed Industrial Relations Agreement of May 1995, Divisional Representatives will have a two-year period of office, which may, as a matter of conscience, be reduced to one year. In support of this a variation of contract for two years will be given which will incorporate the necessary amendments to support the changes in terms and of employment. This variation will be the separate agreement and will provide the necessary for individuals to return to their substantive the completion of their period of election. Representatives will give three months notice to of their intention to stand for election so that the necessary changes to terms and conditions of employment can be made.

12. As a general principle, questions of interpretation or clarification of national agreements will be raised, in the first instance with Divisional Representatives and Divisional Industrial Relations Managers before they are passed to respective HQs for clarification or interpretation.

CONFERENCE DECISIONS

13. Northern Ireland

National discussions outlined that the particular problems relating to Northern Ireland need to be resolved with Divisional input.

Discussions are ongoing and are expected to be concluded in the near future.

14. Applying Agreements Equally Regardless of CWU Constituency

As a basic principle it is agreed that the objective of this policy is sound, however there are issues of detail which both parties are resolved to remove. There are clear examples of difference in practice within Communications, A which will need to be resolved before an unequivocal undertaking can be given in this respect. To this end both parties agree to clarify where the differences lie and what their practical effect is by 1 October 1996 and identify steps to eliminate such differences.

15. Role of the Branch

Whilst Branch Officials have no direct role in negotiation in the Industrial Relations Framework it is recognised that there is a need to ensure that commitment and involvement in the Industrial Relations Framework is developed through the deployment of the activity as identified in Appendix A of the Field Structure Agreement. It is noted that Royal Mail is providing paid leave for the Branch Secretary Course to be held in week commencing 1 April 1996 and following assessment of this course by Royal Mail Training and Development Group national discussions will consider the future role of this course.

End