



Post Office Limited

&

The Communication Workers Union

**NATIONAL AGREEMENT FOR A
COLLECTIVE ENGAGEMENT FRAMEWORK**

LATEST VERSION 02.07.18

July 2018

Collective Engagement Framework - Building Confidence & Trust

This new National Agreement for a Collective Engagement Framework arises from negotiations between the Post Office and the Communication Workers Union. The new framework fully reflects the joint aims of both parties to create and operate a harmonious and productive Industrial Relations climate over the coming years and is specifically designed to rebuild confidence and trust between all parties.

Post Office and CWU have a common interest and purpose in establishing and maintaining an atmosphere of mutual trust and respect between employees and managers. We share a commitment to providing a consistently professional service to our customers by encouraging an environment where the Post Office can be successful and flourish and crucially where all employees feel there is concern for their wellbeing and recognition for their value and contribution.

The business and the union recognise the importance of maintaining these shared values by the establishment of well understood and observed procedures to ensure both parties can work together constructively.

We have a joint responsibility to make sure this agreement works in practice and we have agreed the requirements, responsibilities and processes as the basis for a positive industrial relations environment. The agreement sets out how collective engagement and industrial relations in the Post Office should be conducted by both parties.

We encourage all managers and union representatives to embrace this agreement and to adopt the constructive approach to collective engagement and industrial relations which it promotes.

John Whitefoot
Employee Relations and Policy Director Post Office
Post Office Ltd

Andy Furey
Assistant Secretary, Postal
CWU

CONTENTS

Collective Engagement Framework – Rebuilding Confidence and Trust

1. Shared Vision
2. Working Together – Joint Commitments
3. Scope and Provisions of this National Agreement
4. National Strategic Health, Safety and Wellbeing Quarterly Committee Meetings
5. National Joint Negotiating Council (NJNC)
6. Protocols for Meaningful and Timely Collective Engagement
 - 6.1. Information Sharing to Promote Positive Engagement
 - 6.2. Negotiation and Collective Engagement
 - 6.3. Collective Dispute Resolution Procedure including External Mediation
 - 6.4. Collective Consultation
 - 6.5. Joint Training of Representatives
7. Strategic Dialogue – Terms of Reference
8. Provision of Information for Collective Bargaining
9. Strategic Involvement and Performance Forum (SIPF)
 - 9.1. Purpose and Scope of the SIPF
 - 9.2. Composition and Terms of Reference of the SIPF
10. Confidentiality
11. Trade Union Representatives – Paid Release for Full-Time Representatives
 - 11.1. Trade Union Representatives – Role
 - 11.1.1. Reporting Lines
 - 11.1.2. Annual Leave
 - 11.1.3. Work Location
 - 11.2. Facilities
 - 11.2.1. 'Check-Off' – Union Subscriptions
 - 11.3. Trade Union Representatives – Time off for Training
 - 11.4. Time Off for Trade Union Activities: Workplace Representatives
 - 11.4.1. Unpaid Time off for Trade Union Activities
 - 11.5. CWU Conferences
 - 11.6. Trade Union Meetings with Members
 - 11.7. Disciplinary Action Involving Union Representatives
 - 11.8. Media Activity
12. Life Span and Joint Review of the Effectiveness of this Agreement

APPENDIX A COLLECTIVE DISPUTE RESOLUTION PROCEDURE

ANNEX A TRADE UNION COLLECTIVE DISPUTE ESCALATION FORM

ANNEX B LINE MANAGER COLLECTIVE DISPUTE ESCALATION FORM

APPENDIX B JOINT TRAINING

APPENDIX C TERMS OF REFERENCE FOR STRATEGIC INVOLVEMENT AND PERFORMANCE FORUM (SIPF)

APPENDIX D ROLES AND RESPONSIBILITIES OF FULL-TIME REPRESENTATIVES

APPENDIX E CREDENTIALS FOR ACCREDITED UNION REPRESENTATIVES OF THE CWU EMPLOYED IN POST OFFICE

APPENDIX F PROVISION OF INFORMATION

1. Shared Vision

Post Office Limited (hereafter, 'Post Office') and the Communications Workers Union (hereafter, 'the CWU') are jointly committed to the success of the Post Office. Both parties have a common objective to work together in a spirit of mutual trust and co-operation to achieve fairness and equality in the treatment of employees.

The CWU is the sole union recognised by Post Office for the purpose of collective bargaining on behalf of non-manager grades employed by the business.

This national framework agreement is the product of negotiation. It is aimed at committing Post Office and the CWU to develop and maintain a modern, progressive and constructive approach to employee and industrial relations, and to Health, Safety and Wellbeing. It facilitates improved structures for meaningful and timely communication, consultation and negotiation to engender and maintain a more inclusive approach to the management of change at all levels of the business.

Post Office recognises the benefits in trade union membership and encourages employees to participate in the work of the union. It is recognised that such participation can assist in a broader understanding of the business and provides a positive opportunity for skills development.

Both parties agree that by adopting the provisions of this agreement, managers, employees and their CWU representatives will have a real opportunity to positively contribute to and share in the success of Post Office.

Both parties agree to make every effort, by joint discussion, involvement and early engagement, to resolve any problems that may arise from time to time as early as possible. Both parties will aim to resolve any problems at a local level in the first instance, unless the issue identified emanates from wider business policies, in which case this would be the responsibility of both national parties to resolve.

2. Working Together - Joint Commitments

Post Office and CWU jointly commit to:

- The continued commercial success of Post Office
- Maintain fair and decent terms and conditions of employment in a healthy and safe environment in which people learn from each other and make the best use of resources and their talents
- Work in partnership to foster innovation in the way that we deliver high quality great value services to our customers and the communities we serve
- Create a shared and enduring understanding of the purpose, goals, and governing principles of the business
- Equality of opportunity and fair employment practices in all that we do
- Provide employees with opportunities to develop their skills, experience and qualifications to enhance their employment security and have a successful career within Post Office
- Consult and negotiate at the earliest possible stage where changes are being considered by the business that will impact upon employees

- Good, open, early and honest two-way communications
- Communicate and engage with each other directly, fully, meaningfully and respectfully when problems arise and endeavour to jointly secure a speedy resolution to problems
- Where appropriate, release joint statements on areas of mutual interest or benefit
- Respect each other's responsibilities and rights. For Post Office, this includes the right and responsibility to manage and to ensure the efficient and effective delivery of services to our customers. For the CWU it is the right and responsibility to represent, negotiate and promote its members' interests.

3. Scope and Provisions of this National Agreement

The full provisions of this agreement are applicable to the management of all collective employee relations activities and Health, Safety and Wellbeing activities related to CWU grade employees employed at Post Office. It sets out the agreed protocols for collective engagement, including the provision of information and the procedure for collective consultation and negotiation between Post Office and the CWU.

In circumstances where union recognition transfers to Post Office under TUPE, a member of the Employee Relations & Policy team will, at the earliest opportunity, arrange a meeting to discuss the matter with all the parties concerned with a view to reaching agreement on the future operation of this agreement.

This agreement will incorporate statutory requirements to inform and consult with employees and their recognised trade unions over collective redundancies and the transfer of undertakings, for example.

This agreement supersedes all previous industrial relations framework agreements between Post Office and CWU, including the CEIRF 2015 and the 2010 National Health & Safety Representation Agreement. Following the implementation of this agreement, all existing arrangements for CWU facilities are superseded by the arrangements contained within this agreement.

4. National Strategic Health, Safety and Wellbeing Quarterly Committee Meetings

National Strategic Health, Safety and Wellbeing meetings will be scheduled on a quarterly basis to facilitate full engagement and dialogue on key safety, health and wellbeing issues and initiatives and planned activity. These meetings will be underpinned with the sharing of statistics and performance data relating to safety. These meetings will also focus on jointly developing policy and strategy, together with the opportunity to raise issues that are of concern to CWU members. This agreed approach will facilitate a meaningful relationship based upon proper Strategic Involvement, aimed at comprehensively reviewing health, safety and wellbeing performance and issues with the aim of finding solutions before problems occur.

5. National Joint Negotiating Council (NJNC)

The NJNC is the recognised body for the conduct of national collective bargaining including annual pay reviews and all collective agreements.

Permanent Members of NJNC:

Post Office

- Employee Relations and Policy Director
- Employee Relations & Policy Team

CWU

- Assistant Secretary Postal
- Post Office employed members of the CWU Postal Executive

Business leads, for example the business lead for the Branch Network or Supply Chain network, would be expected to be involved in relevant negotiations.

Post Office and CWU, at their respective discretion, reserve the right to co-opt one further representative onto the NJNC provided that individual is an employee of Post Office (in the case of the CWU, an accredited CWU representative). Post Office and CWU may also co-opt officials and or external subject matter experts employed by either party by mutual agreement. This membership will be updated as necessary to reflect any changes in job titles or similar.

6. Protocols for Meaningful and Timely Collective Engagement

The protocols for positive engagement between Post Office and CWU commit the business to the following:

- Information sharing to promote positive engagement
- Negotiation and engagement
- Consultation
- Joint training of representatives below national level.

6.1 Information Sharing to Promote Positive Engagement

Both parties believe that the timely sharing of information of mutual interest can assist employees in attaining a broader understanding of Post Office and CWU and provide further opportunities for positive and constructive dialogue.

Prior to implementing agreed changes to contractual terms and conditions of employment, proposed substantive variation or changes to established work practices, collective agreements or to the way the business is structured or operates, information will be provided to CWU which will facilitate engagement at the earliest opportunity and, in any event, prior to any final decisions being taken.

6.2 Negotiation and Collective Engagement

Negotiation and collective engagement is a process whereby the parties, each with its own legitimate aims, needs, objectives and viewpoints, seek to reconcile potential differences with the overall aim of seeking to reach agreement. Negotiation therefore

implies acceptance by both parties that agreement between them is required (or desirable) before a decision is implemented.

Meaningful engagement is implicit in the process of negotiation as is a willingness to compromise and to consider alternative proposals in pursuit of reaching an agreement. However, the parties to this agreement jointly acknowledge that it is not always possible to reach agreement on every issue. In these circumstances, the Collective Dispute Resolution Procedure will apply in full.

Where it is necessary for the union to consult its members, sufficient time will be built into the agreed timetable for change so that meaningful consultation may take place and adequate information be provided by Post Office to enable them to do so.

Meaningful Negotiation and Collective Engagement:

- Allows a constructive dialogue to take effect on proposals that affect employees
- Engenders a shared understanding of the practical impact of the proposals
- Ensures all meaningful information is made available to employees and their CWU representatives
- Enables the merits of alternative solutions to be considered
- Enables improvements to be made in the light of observations and comments made through engagement.

The parties agree that meaningful engagement is a process not an event. Accordingly, engagement should be on-going through the development and implementation stages of change programmes/proposals. Arrangements for on-going consultation should, as a matter of course, be timetabled and agreed at the beginning of the consultation process, ensuring that engagement continues throughout the development and implementation stages of change programmes. This will ensure that the views of the Union are considered and responded to prior to the implementation of any changes.

Negotiation and collective consultation with CWU will be conducted at the appropriate and agreed level in accordance with the provisions set down in this agreement, Post Office policies, and employment law. Both parties shall at all times endeavour to work within the timescales agreed at the outset of all collective engagement. This will normally be up to a maximum of 30 days commencing at 'Day 1' of collective consultation at local level, unless otherwise extended by mutual agreement or statutory requirement.

6.3 Collective Dispute Resolution Procedure Including External Mediation

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

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

Where the parties fail to reach an agreement at any level of the business, then the Collective Dispute Resolution Procedure, including External Mediation (**Appendix A**)

for national disagreements only will be adopted and followed by both parties in full and without exception.

External Mediation

To strengthen the Collective Dispute Resolution Procedure, it is supplemented by the additional dispute resolution enablers and processes and specifically External Mediation, details of which can be found in **Appendix A**.

6.4 Collective Consultation

Post Office and the CWU jointly commit to meaningful and timely collective consultation which is an essential component of successful organisational change and good employee relations. It improves the quality of the outcome of decisions by ensuring they work in practice. Other than in exceptional circumstances that are outside the control of the business, consultation should commence as early as possible when proposals are being formulated and developed. Collective consultation should be undertaken with a view to reaching agreement.

Consultation must be timely with management providing sufficient information to allow CWU representatives to prepare and formulate an opinion, submit it to management and receive management feedback on that opinion.

Meaningful collective consultation includes but is not limited to the following:

- The business's economic situation
- Employment prospects
- Proposals likely to lead to substantial changes in work organisation or contractual relations of CWU grade employees with a view to reaching agreement.

Mutual benefits of meaningful consultation includes but is not limited to the following:

- **organisational performance:** time spent communicating at the outset of a new proposal, project or development can minimise subsequent rumour and misunderstanding
- **management performance and decision making:** allowing employees and their CWU representatives to express their views can help managers arrive at sound decisions that are more readily accepted by employees
- **employees' performance and commitment:** employees and their CWU representatives will perform better if they are given regular, accurate information and feedback
- **levels of trust:** discussing issues of common interest can engender better employee and industrial relations
- **job satisfaction:** employees and their CWU representatives are more likely to be motivated if they have a good understanding of their job and how it fits into the organisation as a whole
- **work-life balance:** Post Office and CWU have shared commitment to developing flexible working policies, practices, and promotion of employee wellbeing by agreement.

6.5 Joint Training of Representatives

The CWU commits to training its accredited representatives to provide them with the skills and confidence to undertake their duties professionally and in a timely fashion.

Where appropriate both parties are committed to undertaking joint training. It is agreed that this can help accredited representatives and managers attain the knowledge and confidence to maintain a constructive and positive climate of employee relations and the continued success of this agreement.

A priority will be to develop and implement a joint training programme to professionalise all Industrial Relation activities in conjunction with ACAS for example. This will ensure managers and CWU representatives understand their roles and responsibilities in abiding by National Agreements, and resolving differences through the agreed procedures with adherence to timescales and without either party resorting to unilateral action.

Consistent with the 2010 National Health & Safety Representation Agreement, to support the up-skilling of representatives to effectively perform Health, Safety & Wellbeing responsibilities, full-time representatives will be trained to NEBOSH qualifications, with the costs covered by Post Office.

Further details relating to joint training can be found at **Appendix B**.

7. Strategic Dialogue - Terms of Reference

Both parties agree that, in the spirit of early collective consultation, Post Office will seek to engage with CWU as details are being developed and prior to being finalised. Presentations by Post Office to CWU relating to proposed change and/or new ways of working will include the following points for discussion:

- Business case & rationale for change
- Impact on employees
- Proposed date for implementing change
- Schedule of on-going meetings.

8. Provision of Information for Collective Bargaining

Post Office commits to provide information to CWU in advance of collective bargaining and to meet all reasonable requests from CWU for information for collective bargaining purposes including pay negotiations in accordance with the ACAS Code of Practice 2 relating to 'Disclosure of Information to trade unions for collective bargaining purposes'.

9. Strategic Involvement and Performance Forum (SIPF)

Post Office and CWU believe that the interests of the business and its employees are best served by there being a shared understanding of the objectives, strategy, competitiveness and performance of the business; of its operating environment and markets, and of other matters of genuine and mutual interest or concern. To best achieve this will require open engagement via the SIPF.

9.1 Purpose and Scope of the SIPF

The SIPF will focus principally on the overall strategy and business performance of Post Office. In particular, discussion may include matters relating to the structure, the economic and financial situation, the competitive position, major plans, new processes & products and the operating environment in the Business. This forum will provide a regular opportunity to discuss Post Office strategy and business plans in advance of them being concluded. These discussions will be undertaken at the most appropriate time in the business planning cycle.

The forum will meet at least twice a year and will cover all operations of Post Office Limited. Two meetings will be scheduled to focus on half and full year business performance results and the competitive position of Post Office.

The forum commits Post Office leaders and national union representatives to develop and maintain a progressive, constructive approach to employee relations and collective engagement. It will facilitate regular planned, meaningful and timely two-way communication to engender and sustain an inclusive approach to the management of change and fostering a positive climate of employee relations.

The SIPF does not replace or impinge upon national negotiations as outlined in section 5 above and the National Joint Negotiating Council. For example, discussions surrounding pay or related benefits for groups of employees of Post Office are not applicable to this forum.

9.2 Composition and Terms of Reference of the SIPF

The SIPF will comprise of:

- Relevant members of the Group Executive
- Members of the Post Office Employee Relations & Policy Team
- The Assistant Secretary Postal
- Post Office employed members of the CWU Postal Executive.

A member of the Employee Relations & Policy Team will act as Secretary to the Forum.

The structure of representation will be the subject of review from time to time and either party may submit proposals for change when alterations to the structure of the Business or employee representative arrangements may warrant any change.

The Terms of Reference for the SIPF is at **Appendix C**.

10. Confidentiality

Whilst valuing good, open and transparent communications, it is accepted by the parties to this agreement that there may be circumstances in which certain information provided by the business and/or the union must be treated in strictest confidence. It is acknowledged that union representatives may need to make some information available to their members, e.g. in order to explain or consult on the terms of a particular agreement; it is, however, accepted by the parties that from time to time, the business or the union may request that information is restricted to certain parties or that an embargo is set on the timing for wider disclosure of

information. In such circumstances, the business and the union will clearly define what, why, and for how long information is to remain confidential.

11. Trade Union Representatives - Paid Release for Full Time Representatives

Post Office recognises the value to employees of effective representation by CWU and the important contribution this makes to promoting and sustaining a constructive and harmonious climate of employee and industrial relations.

Post Office will fund on a full-time paid basis 13 representatives (inclusive of 2 Postal Executive members employed by Post Office). Should there in the future be less than 2 Post Office employed members of the Postal Executive, the 13 full-time paid release roles will reduce accordingly and in these circumstances MTSF would apply for redundancy purposes.

11.1 Trade Union Representatives - Role

CWU Representatives are responsible for the overall day to day representation of members and the conduct of Industrial Relations and Health, Safety and Wellbeing representation within their designated areas of responsibility.

Representatives will be accredited and trained to effectively carry out their duties and activities, organise and represent their members as prescribed by:

- CWU Rules
- The Trade Union and Labour Relations (Consolidation) Act 1992
- The Health & Safety at Work Act 1974
- The Safety Representatives and Safety Committees Regulations 1977
- The terms of the ACAS Code of Practice 'Time off for Trade Union Duties and Activities'
- This Collective Engagement Framework Agreement (see Roles & Responsibilities at **Appendix D**).

The election and accreditation of CWU representatives shall take place in line with CWU rules and the provisions of this agreement. The template form of authority can be found at **Appendix E**.

CWU HQ will be responsible for providing the Employee Relations and Policy Director in writing, with the names and term of office for all accredited union representatives and for ensuring he/she is advised, in writing, of any changes normally within ten working days of a representative being accredited.

CWU representatives will not be formally recognised by Post Office as being an 'accredited' CWU representative until such time that the Employee Relations and Policy Director has received written notification as described in the preceding paragraph.

The role of full-time CWU representatives includes but is not limited to:

- Advising members of their rights and entitlements
- Communicating with members
- Representing employees in grievances and disciplinary matters
- Consulting and where appropriate, negotiating with management

- Supporting the deployment of National Health, Safety and Wellbeing and Environmental agreed policies including:
 - Providing a consistently professional safe working structure and organisation
 - Encouraging an environment where safety can be a top priority at all time and where safe working can flourish
 - Creating an environment that fosters good safety culture in which employees have the awareness, ability and incentive to effectively work in a healthy and safe way
- Assisting with the smooth deployment of joint agreements;
- Working jointly with Post Office managers
- Recruiting new members to the union.

Further information on the roles and responsibilities of CWU representatives can be found at **Appendix D**.

11.1.1 Reporting Lines

All full-time CWU representatives will be allocated a Post Office line manager and will be notified of the name of their line manager by the Employee Relations and Policy Director and Post Office Head of Health & Safety. Reporting lines within the CWU representative structure shall be determined by the Assistant Secretary (Postal).

11.1.2 Annual Leave

Representatives will be expected to organise their annual leave to ensure there is sufficient cover and continuity at all times by assigning a representative from an adjacent area to be on standby to deal with urgent issues arising from both management and members. However, where a representative is on a long term absence, it may be necessary for substitution arrangements to be made to cover the post. In such cases, discussions will be held between the Assistant Secretary and the Employee Relations and Policy Director Post Office to facilitate these arrangements.

11.1.3 Work Location

CWU representatives on full-time paid release shall be classified as 'Field Based' for the purpose of claiming Travel & Subsistence. Travel to their local nominated office will be classed as normal commuting and be at their own cost. Normal business expenses policy for necessary onward travel related to the conduct of their trade union duties will apply.

11.2 Facilities

Post Office agrees to provide appropriate on-site facilities to accredited CWU representatives where it has access to such facilities in order to enable them to discharge their trade union duties and to facilitate effective communication with union members.

Where there is access to such facilities, Post Office will provide accredited CWU full-time representatives the following:

- Accommodation to hold meetings and to interview members in private
- Confidential access to and reasonable free use of telephone, email and internet facilities where available
- Secure office/storage space

- Union notice board space in each workplace
- Printing, photocopying etc.

The following arrangements will apply to accredited CWU full-time representatives:

- 'Hot desk' facilities at Directly Managed Branches, CVIT units, Cash centres or administration units
- Provision of a laptop computer suitable for standard Microsoft Office packages including Word, Excel and PowerPoint to enable written reports to be produced and access to a printer and electronic mail services
- Provision of a smart-phone (all personal call costs will be re-claimed via the monthly repayment process)
- Provision of a Job Needs Car (JNC) where the necessary criteria are met in accordance with the Post Office Job Needs Car policy
- Provision of an appropriate security pass
- Provision of conference call facilities
- Provision of a union meeting room at Finsbury Dials.

Accredited CWU representatives shall be entitled to claim legitimate business expenses subject to established Post Office policy.

Post Office will supply information on members and new entrants to CWU on a timely basis (**see Appendix F**).

11.2.1 'Check Off' – Union Subscriptions

Current arrangements for the collection of union subscriptions from payroll will be maintained.

11.3 Trade Union Representatives – Time Off for Training

In accordance with the ACAS Code of Practice 'Time off for Trade Union Duties and Activities', CWU full-time representatives shall be permitted reasonable time off with pay during working hours to undergo training in aspects of industrial relations relevant to the carrying out of their trade union duties. Requests for paid or unpaid release will not be unreasonably refused.

11.4 Time Off for Trade Union Duties and Activities: Workplace Representatives

Post Office and CWU recognise the benefits to employees of having access to fair and reasonable levels of support and assistance from their workplace representatives. Consequently both parties are committed to enabling representatives to have reasonable paid time off for Trade Union duties and activities in accordance with the provisions of the ACAS Code of Practice 'Time Off for Trade Union Duties and Activities' (as amended by ACAS from time to time).

Employees may be represented for individual grievance and disciplinary purposes by an accredited CWU workplace representative where this is the wish of the individual.

11.4.1 Unpaid Time Off for Trade Union Activities

Workplace representatives will not be unreasonably refused unpaid time off during working hours by their line manager for the purpose of taking part in Trade Union activities.

Subject to operational requirements requests for unpaid time off to attend union conferences or briefings will not be unreasonably refused. Any request to attend the Union's annual conference must be made at least 4 weeks in advance.

11.5 CWU Conferences

Paid release shall be granted for the 13 full-time representatives to attend the CWU's annual conference.

11.6 Trade Union Meetings with Members

In keeping with the provisions of this agreement, Post Office will allow accredited representatives to hold meetings with their members at their workplace, subject to operational requirements and the prior agreement of the local manager or a manager with his/her delegated authority. The Union will provide reasonable notice of such meetings to the local manager; permission to hold such meetings will not be unreasonably refused.

11.7 Disciplinary Action Involving Union Representatives

Post Office Conduct Code applies equally to union representatives. Where disciplinary action is being considered against an employee who is an accredited trade union representative, all normal policies and procedures shall be followed. However, prior to any formal disciplinary action being taken against an accredited CWU representative, the Employee Relations and Policy Director will discuss the matter at an early stage with the Assistant Secretary to agree next steps.

11.8 Media Activity

Representatives employed by Post Office may wish to represent CWU views to the media. In such cases he or she must indicate his or her position as a union spokesperson, make it clear that the views are those of the CWU, and give his or her name.

12. Lifespan and Joint Review of the Effectiveness of this Agreement

This agreement will be in place for at least 3 years, during which time there will be no termination of the agreement by either party. Amendments can only be made by mutual agreement.

Before the end of 2018/19 financial year ACAS will facilitate a process to consider progress on the employment relations environment including joint training, consultation, and the full-time rep role. Further periodic work with ACAS may be undertaken upon request after joint agreement.

At the end of June 2021 ACAS will be jointly approached to facilitate a discussion of the agreement, after which, if either party seek to terminate the agreement, they will be required to serve 6 months' notice on the other party.

Signatures and Confirmation of Agreement

Signed on behalf of Post Office:

Paula Vennells, CEO

John Whitefoot, Employee Relations and Policy Director

SIGNED: DATED:

SIGNED: DATED:

Signed on behalf of CWU:

Andy Furey, CWU Assistant Secretary (Postal)

SIGNED: DATED:

DRAFT

APPENDIX A: COLLECTIVE DISPUTE RESOLUTION PROCEDURE

Purpose and Scope

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

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

Formal Procedure for Resolving Collective Disputes - Local

Stage 1. In the first instance, the matter in dispute will be raised formally by the accredited representative with the relevant line manager giving details of the matter in dispute, in writing, using the form CWU COLLECTIVE DISPUTE ESCALATION FORM at **Annex A**.

Within 3 working days the line manager will provide the representative who raised the collective dispute with a full and clear written statement of the record of events, areas of agreement and disagreement and differences between the parties using the form MANAGER COLLECTIVE DISPUTE ESCALATION FORM at **Annex B**.

Following the exchanges of the forms at **Annex A** and **Annex B** respectively, within 5 working days of the representative receiving the completed MANAGER COLLECTIVE DISPUTE ESCALATION FORM the manager will arrange a meeting with the representative and seek to resolve the matter. This meeting should normally take place within a further 5 working days. If the issue still remains unresolved, the line manager will provide both completed forms to their line manager who will immediately obtain advice from the Post Office Employee Relations & Policy Team and seek to resolve the dispute at this stage.

Stage 2. If the issue remains unresolved a further 5 working days after the completion of Stage 1, it will immediately be referred to the Employee Relations and Policy Director and the Assistant Secretary.

A meeting will take place between Post Office and CWU at National level within 10 working days of the matter being referred to stage 2. If there is no agreement at Stage 2 and the matter remains unresolved the internal collective dispute resolution procedure will be deemed to have been exhausted.

Matters concerning a Point of Principle at Stage 2: If the matter remains unresolved following the Stage 2 meeting, the local collective dispute resolution procedure will be deemed to have been exhausted and the National procedure for resolving collective disputes will be adopted.

Formal Procedure for Resolving Collective Disputes – National

Stage 1: The Assistant Secretary, CWU, Postal will write to the Employee Relations and Policy Director with formal notification that the parties are in dispute setting out the areas of disagreement between CWU and Post Office.

The Employee Relations and Policy Director will respond in writing to the Assistant Secretary acknowledging receipt of the Stage 1 letter and a proposed date for a meeting which will normally take place within 5 working days.

Following the conclusion of Stage 1 meeting, if the matter remains unresolved, The Assistant Secretary and The Employee Relations and Policy Director each reserve the right to hold a second Stage 1 meeting within a further 5 working days.

Stage 2: If the matter remains unresolved following the second Stage 1 meeting, the Employee Relations and Policy Director will escalate the matter to the Group HR Director who will write to the Assistant Secretary seeking a meeting between the parties. The Stage 2 meeting will normally take place within 10 working days.

Stage 3: Following the conclusion of the Stage 2 meeting, if the matter remains unresolved a Stage 3 meeting will be held within 5 working days.

If the matter remains unresolved following the Stage 3 meeting, the Collective Dispute Resolution Procedure will be deemed to have been exhausted.

Status Quo

Where a formal collective dispute is registered (either locally or nationally) the "status quo" which prevailed prior to the events which occasioned the dispute shall continue and there should be no industrial action or changes to working practices until the Collective Dispute Resolution Procedure including external mediation has been exhausted.

Third party conciliation, mediation, arbitration

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

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

Where binding arbitration is the agreed course, the parties agree to work co-operatively in implementing the decision of the arbitrator.

Voluntary Mediation – Referred by Local Parties

Where the parties locally have identified that they are having difficulty in reaching agreement at any stage of the Formal Procedure for Resolving Collective Disputes, they may prior to the point of registering disagreement – jointly agree to use voluntary mediation to help reach agreement at local level.

The purpose in doing this is to introduce additional expertise and fresh thinking in an attempt to find an agreed way forward and to reach agreement at the appropriate level in the organisation. Two mediators, one a manager and one a union representative will be selected by Post Office (the manager) and the union (the representative) to support the parties from a mediation perspective.

The parties agreeing to call in the mediators will set out their points of agreement and difference as clearly as possible and provide all necessary evidence and assistance to enable the mediators to do their job. The mediators will seek to bring the local parties together within a maximum of one week from their appointment and so enable them to reach agreement without referring the disagreement to the next stage in the Collective Dispute Resolution Procedure.

The role of the Voluntary Mediator is to provide impartial, non-judgemental support to both parties in order to reach a mutually acceptable agreement, having no vested interest in the outcome and not determining who was right or wrong in the past.

A mediator will listen and facilitate the parties to work together and find a solution they can both work with – not make a decision or formal recommendation. They listen actively to what each party has to say and encourage them to talk about their disagreements constructively in a confidential environment. A mediator will ensure that both parties get the opportunity to speak and listen and support them to generate ideas and agreements for the future. Through the mediation process the mediator will demonstrate skills that can then be role modelled by managers and union representatives in any future disagreements.

External Mediation – Referred by National Parties

External Mediation will apply in any of the following circumstances:

- If a disagreement remains unresolved after completion of Stage 3 of the Formal Procedure for Resolving Disputes - National, there will be a further 10 days for national intervention, after which it will automatically be referred immediately for external mediation
- Where the national parties fail to reach agreement on a point of principle relating to existing agreements, it will be referred for external mediation after a period not exceeding one month from it being initially tabled by either party
- Where there is a national disagreement relating to a matter that is not covered by existing collective agreements, it will be similarly referred if an agreed way forward is not found within one month.

The External Mediator will be appointed from a jointly agreed panel managed by ACAS and will have no other connection with Post Office or the CWU. The mediator will be provided with all relevant papers and evidence, together with clear statements from each party on the issue that is in dispute and on which a recommendation is sought. Both Post Office and CWU will provide a representative to work with the Mediator to assist in understanding the issue in dispute, the background and the implications of any decision before it is made.

In considering the dispute and making recommendations, the External Mediator will take account of any regulatory and legal requirements, the terms and spirit of the all relevant national agreements, the needs of customers and the need for appropriate efficiency supported by a climate of sustainable trust and collaborative decision making.

The External Mediator will produce recommendations within two weeks of having received all relevant papers and having met the representatives of each party. Although the recommendations from the mediator are non-binding the expectation is that both parties will use the Mediator's recommendations to resolve their differences.

The parties will meet within one week of the Mediator's recommendations to review the outcome and confirm their response. If they both agree, the resolution arising from the recommendations will be implemented without further delay. If one or both parties are unable to agree in whole or in part with the recommendations, they will advise the other of the reasons for this, indicate what they are prepared to agree instead and there will then be a further two weeks during which there is a final opportunity to reach agreement before the process is concluded.

In the event that the process concludes without agreement, the parties will write to each other to notify their intentions.

The parties may agree to extend any of the timescales above by agreement.

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ANNEX A CWU LOCAL COLLECTIVE DISPUTE ESCALATION FORM

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

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

Contact Details:

Representative Registering Collective Dispute:		Date:
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Line Manager:	
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ANNEX B LINE MANAGER COLLECTIVE DISPUTE ESCALATION FORM

To be completed by the Line Manager and provided to the CWU Representative

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

Contact Details:

Line Manager Party:		Date:
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Representative Registering Collective Dispute:	
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APPENDIX B: JOINT TRAINING

Post Office is committed to investment in the up-skilling of industrial relations representatives and managers through a programme of on-going training and development in order to create a more effective and professional engagement and industrial relations environment.

This will balance the needs of the individual and the business and will include joint training, on the job coaching, access to Post Office learning and development portal, and relevant CWU and TUC/STUC/ICTU courses and other relevant professional bodies.

In addition to the training and development required to facilitate the professional deployment of national agreements, and policies, there will also be a focus on developing the individual skills required for representatives to properly and effectively fulfil their role. Such skills may include for example:

- Effective communication (electronic, verbal, written etc)
- Advocacy
- Bargaining
- Facilitation
- Problem solving
- Mediation
- Effective Researching
- Understanding Company Finances etc

This will be achieved via various methods and Post Office will provide all accredited representatives personal access to the Learning and Development opportunities through Success Factors.

Representatives will also be encouraged to participate in development through the TUC 'unionLearn' portal which offers both online and offline training including UCAS accredited courses and Diplomas.

Additionally Post Office and CWU will develop bespoke joint training on contemporary matters designed to enhance engagement and workplace relations.

APPENDIX C: TERMS OF REFERENCE FOR STRATEGIC INVOLVEMENT AND PERFORMANCE FORUM (SIPF)

- The Strategic Involvement and Performance Forum, hereafter referred to as the SIPF, is intended to provide an arena for the regular and timely exchange of relevant and appropriate information; and to create and sustain constructive national dialogue between Post Office and CWU on issues of mutual interest
- Post Office and CWU have a common objective to work together in the spirit of mutual trust and co-operation to achieve fairness and equality in the treatment of employees
- The SIPF is committing Post Office and CWU to develop and maintain a progressive, constructive approach to employee relations and collective engagement. It will facilitate regular planned, meaningful and timely two-way communication to engender and sustain an inclusive approach to the management of change. This is intended to produce a relationship in which CWU are aware of, able to contribute to and influence proposals with a view to both parties being able to jointly support them

Intention of the Parties

- Post Office and CWU believe that the interests of the business and those employed in it are best served by there being a shared understanding of the objectives, strategy, competitiveness and performance of the business; of its operating environment and the markets, and of other matters of genuine and mutual interest or concern
- Post Office and CWU place emphasis on effective engagement & communications and jointly wish to ensure that employees are both well informed about business activities that matter to them and that they have the opportunity to communicate their views to their managers and representatives.

Scope

- The SIPF will cover all current operations of Post Office
- The SIPF will not replace, impinge or undermine any current consultation and/or collective bargaining procedures which may exist at any level in the Post Office
- The SIPF is established to provide the opportunity for the exchange of information and the creation of dialogue. It will not address issues for which there are other procedures the purpose of which, are to resolve issues at the nearest point of the problem
- The SIPF will focus on the overall strategy and business performance of the Post Office. In particular, discussion may include matters relating to the structure, the economic and financial situation, the competitive positions, major plans, new processes and products and the operating environment of the Post Office

- The SIPF will not discuss pay or related benefits or any other term and condition of employment of any individual or groups of employees at the Post Office.

Membership

- The SIPF will comprise of members of the Post Office Employee Relations & Policy team; the Assistant Secretary (Postal) and CWU Postal Executive Members employed by Post Office
- It will be jointly chaired by the Post Office Employee Relations & Policy Director and the Assistant Secretary (Postal)
- A member of the Post Office Employee Relations & Policy team will act as Secretary to the Forum
- CWU and Post Office subject matter experts (e.g. Directors, Heads of Network, Finance experts) will be invited to the SIPF on a regular basis to fulfil the intention and purpose of the forum. While they are not members of the forum, there is a clear expectation that senior Post Office representatives will be present at every meeting in the interests of ensuring genuine engagement
- Representation will be subject to annual review and the Post Office will make proposals for change as necessary

Operation and Administration

- The SIPF will meet at least twice a year. One of these meetings will be scheduled to focus on business performance results and the competitive position of Post Office
- The dates of the meetings will normally be scheduled at the start of each financial year and the Secretariat will confirm dates and locations of the meetings of the SIPF
- In exceptional circumstances and at the request of a majority of the members, additional meetings of the SIPF may be convened
- Suggestions for agenda items should be sent to the Secretary of the SIPF no later than one week prior to the meeting date
- The Secretary to the SIPF will ensure when compiling the agenda that Post Office senior representatives will be available to provide relevant and timely updates on live and anticipated issues for debate and input
- A final agenda will be established at least 3 days before the meeting date and circulated, along with other relevant papers, to all members due to attend
- Following each meeting, the Secretary to the SIPF will produce notes of the meeting and circulated to all members of the forum
- The costs of setting up and running the SIPF will be borne by the business.

Appendix D: ROLES & RESPONSIBILITIES OF FULL-TIME REPRESENTATIVES

CWU Representatives are responsible for the overall day to day representation of members and the conduct of Industrial Relations and Health, Safety and Wellbeing representation within their designated areas of responsibility.

Industrial Relations Role

- I. Representatives are elected from within their area of responsibility by the CWU members working in that area. As such they are accountable to their members.
- II. Under the direction of CWUHQ Representatives are responsible for the overall representation and conduct of Industrial Relations within their area.
- III. Representatives' priority will be to protect, promote and represent the interests of their members and this should be done by developing good and effective relationships with the Managers that they interact with. They will, under the guidance of the Assistant Secretary be responsible for the representation, negotiation and conduct of Industrial Relations within the workplaces in their area of responsibility.
- IV. Respond to any correspondence from management, members, or CWUHQ.
- V. Interact with the Assistant Secretary responsible for Post Office matters when required. This will include attending national briefings as a priority.
- VI. It is vital that representatives engage fully and professionally with members and managers. The key objective will be to reach agreements to resolve matters affecting members within their workplaces.
- VII. Where National Agreements have been reached, representatives will have the responsibility for their timely and smooth implementation within the workplaces in their area of responsibility. This will include explaining the benefits in detail to members.
- VIII. Representatives will attend the regular Area Branch managers meetings, and meet regularly with Area Manager and BDMs. Representatives of Supply Chain members will attend similar meetings in their area of responsibility
- IX. Representatives will require good communication and interpersonal skills with the ability to use their experience and knowledge to support and represent members and to carry out their responsibilities effectively. They will be effective at communicating verbally, electronically, and have good presentational skills. They will also need to respond well to challenging questions.
- X. Representatives have responsibilities to their members and they will pursue CWU policy when focusing on resolving differences. On occasions it may not be possible to reach agreement however, the key to effective Industrial Relations will be to establish and maintain professional relationships at all times.
- XI. Representatives will be responsible for dealing with the Collective Dispute Resolution Procedure and escalation to the Assistant Secretary where appropriate.
- XII. Representatives may present at appropriate Teamtalk sessions, management meetings and other appropriate forums.
- XIII. Clear and timely communications via emails, the analysis of information and access to the business intranet are all desirable tools for good Industrial Relations; therefore, the CWU and Post Office will assist in any development required.

- XIV. Representatives will be involved locally with joint consultation and negotiation on all matters affecting their members. Furthermore, representatives will be given the opportunity to communicate and consult with their members at the workplace.
- XV. Representatives will be responsible for representing individuals at conduct, attendance, performance, bullying & harassment, ill health procedure and grievance procedure interviews and appeals.
- XVI. At the discretion of the Assistant Secretary, representatives may be required to assist in national negotiations. This will include analysing complex data and/or reports to provide feedback, improvements and potential solutions as required, as well as attending meetings with the Post Office.
- XVII. Representatives will provide members with individual and collective representation, support, advice & guidance where appropriate on the following matters:

- Pay and bonus payments

Representatives will be expected to make individual representations on behalf of members with regard to any discrepancies with pay, allowances, overtime and bonus payments. Additionally, Representatives will promote any agreement on Incentive/Bonus schemes, in order to maximise the outcomes.

- Work patterns (attendance times)

Ensuring that the best fit of work patterns are implemented for Business requirements whilst incorporating, whenever possible, members needs as per the terms contained within relevant national agreements.

- Hours within the workplace, and individual contractual issues
- Annual leave arrangements, and dealing with issues relating to holiday pay
- Sick pay arrangements
- The promotion of pension availability
- Training needs
- Equality and diversity issues
- The working environment
- Operation of equipment
- Recruitment of new staff
- Recruitment of new staff to CWU membership (Union involvement of the induction of new workers)
- Flexible working
- Work-life balance
- All matters of discipline, including preparation for and representation at all interviews and for any subsequent appeal
- All matters of attendance procedures, including preparation and representation at all interviews, and for any subsequent appeal
- Grievance procedures, including preparation and representation at all interviews, and for any subsequent appeal
- All matters of the Bullying and Harassment procedure, including preparation and representation at all interviews, and for any subsequent appeal
- Representation for Performance Management processes
- Attendance at interviews for redundancy and TUPE and/or other formal interviews that may lead to an individual exiting the business, and ensuring the full terms of MTSF are complied with.
- Accommodation and Security matters.

The above list is not exhaustive.

Quarterly Health & Safety Inspections

Carrying out inspections is a key part of the health and safety aspect of a representative's role. To ensure greatest impact the outputs of the role will centre upon the identification of the root causes of underlying safety and ill health issues and below average safety performance. This will be reported through the inspection report to the H&S Business Partner, Site Manager and Business Development Manager. Issues of particular concern will also be reported via a report to the Assistant Secretary (Postal).

Each workplace will receive 4 H&S inspections per year with representatives providing a report to the agreed standard after each visit. To assist representatives in their duties, they will use the standardised inspection format thus ensuring consistency. High risk workplaces will receive follow up visits. It may be necessary on occasion to schedule and prioritise inspection visits on a risk/benefit basis and/or carry out follow up visits in workplaces where there is demonstrable benefit in terms of improving health and safety performance and the sharing of best practice from high performing units.

CWU representatives will work in conjunction with members they represent, Managers, Health & Safety Business Partners and Unite/CMA H&S Representatives towards a common goal of raising health and safety standards and performance across the Post Office.

Representatives will either be in possession of or willing to work towards the NEBOSH Certificate. Also, Reps should have a good understanding of all current policies, health and safety regulations and legislation and the ability to interpret legal requirements into workable solutions.

Inspection Activities

- Supporting colleagues in achieving Safety, Environment and Wellbeing improvement activities
- Raise health and safety concerns with unit managers and Health & Safety Managers and assisting the identification of possible solutions to improve health and safety
- Identifying trends, and reporting these to the H&S Managers, through accident, incident, RIDDOR investigations, whether or not they are brought to attention by represented employees
- Raise H&S capability by assisting in the identification of training needs and deployment of H&S training and the delivery of coaching interventions
- Involvement in the risk assessment process at local and national level and the development of safe systems of work
- Assist in the identification of H&S risks through inspections and audit action plan checks
- Support the roll-out of wellbeing interventions including delivery of mobile health checks to all colleagues
- Being consulted in good time by management on health and safety related issues, safety policies, procedures and working practices with input, comments and recommendations made taken into account

- Attending meetings agreed with operational managers and specialist health and safety advisors to the business on occupational health, safety and environmental issues
- Investigate health, safety & welfare complaints raised by represented employees
- Investigate accidents
- Investigate dangerous occurrences and near misses
- Inspections after major incidents
- Inspections following identification of a notifiable disease
- Ensure that issues of concern resulting from complaints are pursued to fruition
- Conduct inspections following changes in working conditions
- Inspection on receipt of new hazard information
- Inspection and take copies of relevant documents
- Investigate legislative compliance. Re-inspections of the Workplace following Management remedial action as a consequence of the original Workplace safety
- Carry out follow up visits to check progress in at risk offices
- Represent and advise employees on Health & Safety matters
- Keep those employees they represent well informed on Health & Safety matters
- Hold private discussions as necessary with the members they represent
- Meet and discuss Health & Safety issues with other representatives to develop a common approach and work collaboratively with H&S managers and Unite H&S representatives
- Consult with, represent employees and receive information from visiting Enforcing Authority Inspectors
- Represent National Safety Committee Meetings
- Undertake Safety Representatives Training and NEBOSH Certificate
- Admin: Report writing following inspection and investigation, corresponding with management, enforcing authorities, CWU HQ and health and safety information
- Resources: Keeping abreast of new legislation, regulations, guidance, risk assessments, SSOW's, consultative documents, proposals etc.

APPENDIX E: Credentials for accredited union representatives of the CWU employed in Post Office

This is to confirm that:

Name: _____

Work Place: _____

Has been elected for a three year period of office from ___ / ___ / ___ to the following representative position(s):

..... [Insert position(s) held]

Signed _____

(Assistant Secretary)

Note: Copies of these credentials must be held by CWU HQ, the representative and the Employee Relations Team.

APPENDIX F: PROVISION OF INFORMATION

Provision of Information

Post Office Ltd acknowledges the need to provide the Communication Workers Union with information concerning their members, which is held on personnel records systems.

The union require this information for the purposes of keeping their records up to date, to meet legal requirements for membership ballots etc. and also to facilitate the provisions of other services for their members.

There is also a need to ensure that the release of information is consistent with the requirements of the Data Protection Act.

Post Office Ltd therefore agrees to provide the union on a timely basis with the following information:-

1. Details of the number and locations (workplaces addresses, but not names) of individuals being recruited to grades by the union.
2. Wherever practical, this information will be provided in advance of the induction of new recruits.
3. Names of union members leaving employment of Post Office Ltd for any reason; i.e. age, retirement, voluntary redundancy, dismissal, and death in service.
4. Changes in employee status from full to part-time or vice versa to reflect changes in contribution rates.
5. Members on long term sick leave on reduced pay either at half pay or pay at pension rate.
6. Details of members on maternity leave including date of return when available.