

# Letter to Branches

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General Secretary: Billy Hayes ([www.billyhayes.co.uk](http://www.billyhayes.co.uk))

No. 344/2014

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Date: 23 May 2014

**To: All Branches with Postal Members**

Dear Colleague

## **LAUNCH OF NEW IR PROCEDURES - 27<sup>TH</sup> MAY 2014**

The purpose of this LTB is to confirm that the new IR Procedures, including mediation, will go live on Tuesday 27<sup>th</sup> May 2014. As such, please find attached a National Joint Statement, which explains some of the issues the parties have been focusing on in order to implement the new arrangements, whilst also confirming that the Contract becomes legally enforceable from the 27<sup>th</sup> May.

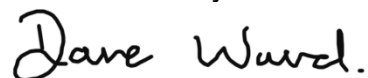
We have also attached to this LTB a document explaining some minor changes to the Legal Contract that were agreed on the advice of our lawyers. These strengthen the original contract and tidy up some minor legal points relating to timescales on the interim arrangements process and the appointment of mediators.

The definitive version of the contract will be circulated to all CWU representatives and Royal Mail managers in the near future, along with our new Industrial Relations Procedures booklet.

Our lawyers have also confirmed that the Royal Mail managerial reorganisation does not change the terms of the Agenda for Growth agreement, or the Legal Contract, in any way.

Any enquiries on the content of this LTB should be addressed to the DGS(P) Department.

Yours sincerely



Dave Ward

**Deputy General Secretary (P)**

# **ROYAL MAIL/CWU NATIONAL JOINT STATEMENT - LAUNCH OF NEW IR PROCEDURES 27<sup>TH</sup> MAY 2014**

## **Introduction**

The Agenda for Growth Stability and Long Term Success agreement contains new agreed IR procedures. As previously reported both parties have been focussed on developing the arrangements necessary to implement these. This National Joint Statement confirms that the new arrangements will go live on Tuesday 27<sup>th</sup> May 2014.

## **The legal contract**

The previously circulated version of the Agenda for Growth legal contract was incomplete with regards to a few definitions in schedule 1 of appendix A of the agreement, a finalised list of previous agreements in schedule 2 and a couple of minor legal points that required tidying up by our lawyers. The legal contract will be signed on Tuesday 27<sup>th</sup> May. The definitive version will be circulated to all managers and CWU Representatives in the near future, along with our new Industrial Relations procedures guide booklet.

## **Interim arrangements**

These were communicated in a joint statement dated 10th February 2014. Good progress has been made in resolving outstanding disagreements. We have agreed that any unresolved issues still within this process will be ring-fenced and continue through the interim arrangements process until conclusion. As such they will not qualify for the new IR Procedures/mediation unless the national parties agree otherwise.

## **The new IR procedures**

The new arrangements, as outlined in the Dispute resolution procedures (schedule 3 of appendix A of the agreement), will operate in full from Tuesday 27<sup>th</sup> May 2014. Where a disagreement is already being dealt with under the IR Framework, the Dispute resolution procedures will pick these up at the stage already reached and apply henceforth.

## **Mediation**

A key feature of the new arrangements is the introduction of mediation as a new tool to help resolve disagreements and avoid unilateral action by either party. Mediation is also intended to help all of us deal with workplace issues in a way that supports a mutual interest culture, enabling Royal Mail to compete effectively against rival operators and so continue to provide secure and well paid jobs in the future.

### **Internal mediation**

- There will initially be a pool of ten internal mediators on secondment from their existing roles. Five will come from management grades and five from CWU represented grades.
- The internal mediator posts have been advertised and we are currently going through the process of shortlisting suitable applicants for interview. Following an intense period of training, the aim is for the successful applicants to take up their role as internal mediators in the field no later than the end of August 2014.

- As the internally appointed mediators will not be available until they have been fully trained, Royal Mail and CWU have agreed that in the meantime any internal mediation requirements will be met by the TCM Group. They already supply mediators in relation to Bullying and Harassment cases.
- The national parties will review the role of internal mediators as part of the ongoing reviews of the National Agreement. It is the outcome of these reviews that will determine the continuation of the role beyond the two year secondment.

### **External mediators**

In line with the Agenda for Growth Agreement, a panel of six external mediators have been jointly appointed from an ACAS shortlist. All the appointed external mediators have considerable experience in industrial relations and mediation.

### **Special mediators**

Separately, and over and above the required number of internal mediators, the national parties will consider applicants for the role of special mediators. These individuals will continue in their current role and will be considered for special mediation situations in the circumstances set out in the National Agreement. Successful applicants will be given appropriate training but will only be utilised on an as required basis. Details on how to apply to be a Special mediator will follow shortly.

### **Conclusion**

Any enquiries about the operation of the arrangements outlined in this National Joint Statement should be referred to the signatories.

Mike Newby  
**ER/IR Director, Royal Mail Group**

Dave Ward  
**Deputy General Secretary**

## Agreement between Royal Mail Group and CWU: Amendments made since December 2013

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### Introduction

A number of minor amendments have been made to the legally binding agreement since the draft was circulated to members on 9 December. An outline of the amendments and reasons for making them are set out below.

Some of the amendments only relate to cross-references and in the interests of brevity I have not mentioned them below.

### The amendments: main body of the agreement

Clause	Amendment	Comment
3.1.2	<p>The Company will not outsource, sell or transfer to a company outside of the Royal Mail Group any part of its business if to do so would result in any Employee being subject to the automatic transfer provisions of TUPE.</p> <p>This means, <b>in particular</b>, that business functions including but not limited to Parcelforce Worldwide, Royal Mail: Delivery, Processing, Network, Collections, Engineering, Fleet &amp; Maintenance Services, Royal Mail Specialist Services, Manual Data Entry Centres, Mail Screeners, Human Resources, Finance and Information Technology functions and Customer Experience continue to operate as part of the Royal Mail Group.</p>	<p>The words “in particular” have been added for the sake of clarity.</p> <p>As drafted, the first sentence could mean that RMG could (i) transfer part of the business to a wholly-owned subsidiary and then (ii) sell the subsidiary, thus breaking up the business in two stages.</p> <p>Adding “in particular” makes it clearer that the purpose of the first sentence is to prevent a transfer of any part of the business out of the Royal Mail Group. Part of the business might be transferred to a wholly-owned subsidiary (for tax or accounting reasons); but the subsidiary must stay wholly-owned and cannot be sold on.</p>
9.3	<p><b>Any disputes that remain unresolved as at the date of this Agreement shall be resolved in accordance with the interim arrangements set out in Schedule 4 (Interim Arrangements) and references to the Procedures in this Agreement shall include those interim arrangements. Prior to the appointment and training of a panel of Special Mediators in</b></p>	<p>This is a new clause, inserted to introduce the interim arrangements in new Schedule 4 (see below).</p> <p>It also allows the new procedures to operate immediately once the agreement comes into force, even if the Special Mediators (who become involved if there is an unballoted walk-out) have not yet been identified.</p>

	<p><b>accordance with the Agenda for Growth, Stability and Long Term Success, paragraph 6.2 of the Procedures shall apply without the requirement for the appointment of any Special Mediators.</b></p>	
Sch. 1	<p>“Current agreements” means those agreements listed in Schedule 2 (Current Agreements) <b>and any other agreements entered into between the Company and the CWU prior to the date of this Agreement that the parties agree in writing should be added to the list</b> (but where only part of any such agreement remains applicable, then only that part);</p>	<p>The new words allow other current agreements to be added, by consent, if it turns out that the list of current agreements identified in Schedule 2 turns out to be incomplete.</p>

The Dispute Resolution Procedures (Schedule 3)

Paragraph	Amendment	Comment
Definitions	Identities of CWU Unit, Area and Divisional Representatives added.	<p>Self-explanatory: the representatives are who the Union says they are.</p> <p>Note that the recent company reorganisation does not require an amendment to the agreement. There are now three Regional Directors and not five, and that means that CWU Divisional Representatives will have new managers to interface with; but the company's "Third Line Manager" is still the manager who the Divisional Representatives deal with.</p>
Schedule 4	Interim Arrangements	<p>This is a new schedule, setting out the process for dealing with disagreements that have already arisen and which are currently being dealt with under current arrangements.</p> <p>The new procedures will come into operation as soon as the agreement is signed and dated. If there are any ongoing unresolved disagreements at that stage, other than disputes that have already reached Stage 3 of the IR Framework and disputes concerning BT2010, the stage of the IR Framework that has been reached will be completed. If the disagreement remains unresolved, it will move to the next equivalent stage of the new procedures and, potentially, to external mediation.</p> <p>Disputes that have already reached Stage 3 of the IR Framework and current disputes concerning BT2010 will be dealt with under current arrangements and will not pass over to the new procedures.</p>