

FACILITIES FOR REPRESENTATIVES OF THE UNION OF COMMUNICATION WORKERS EMPLOYED BY PARCELFORCE

1. INTRODUCTION

This agreement, between Parcelforce and the Union of Communication Workers (UCW), regulates the facilities available for the UCW representatives to promote effective staff representation, consultation and negotiation and details the obligations of both parties and their representatives to the agreement. In using this agreement it is important that the roles of the branch officers operating in a trade union role are separated from those of the union negotiators (Unit representative, Regional Function Representative and Regional Organiser) who have an industrial relations role: Parcelforce is due to provide facilities for industrial relations purposes but only unpaid time off for union purposes.

2. GENERAL PRINCIPLES

Parcelforce and the UCW accept the requirement in industrial relations for speed decision taking at all levels of consultation. They undertake to utilise the scope of this agreement for satisfying that requirement and accept their joint responsibility for avoiding unnecessary cost in the provision and use of facilities. Both parties undertake to use their best endeavours to ensure that all representatives understand the authority under which they operate and abide by all agreements.

3. REPRESENTATION

Parcelforce recognises the right of member of the UCW to be adequately represented. Parcelforce and the UCW undertake to agree the general pattern of representation. In particular, they recognise the need to ensure that the number and location for representatives is determined by the requirement for efficient representation. Both parties recognise that it is in their mutual interest for all representatives to have had practical experience not only of UCW affairs but also of the work of their grade in Parcelforce in order to represent their colleagues effectively. Both parties agree that facilities are to be granted only for the representatives covered by this agreement who must be Parcelforce employees.

4. RESPONSIBILITIES OF REPRESENTATIVES

Parcelforce recognises that UCW representatives have responsibilities towards their members, both individually and collectively, and to the UCW, as well as to Parcelforce; it is in the general interest for them to be allowed reasonable time off in working hours to help them discharge their responsibilities. Parcelforce, when assessing the workload of representatives, will take account of their agreed industrial relations responsibilities.

5. PAID TIME OFF FOR INDUSTRIAL RELATIONS DUTIES

UCW representatives will be assisted by paid time off for those activities which are directly related to their industrial relations responsibilities. These activities include individual issues such as grievances and discipline and group issues such as working practices, productivity, duties, overtime, accommodation and welfare in which the UCW and management are jointly involved. These activities may require a representative to put views to management, to consider proposals, to conduct correspondence and, as may be appropriate, to consult members individually. For

such activities within the local management area of responsibility local leave will be allowed. For such activities outside the local management area of responsibility Special Leave 1 will be allowed. Local leave and Special Leave 1 incur no loss of pay and allowances.

6. PARTLY PAID TIME OFF FOR INDUSTRIAL RELATION DUTIES

Parcelforce recognises that certain meetings and activities contain elements of both UCW business and industrial relations. Representatives will be allowed partly paid leave to assist in such work. For such activities representatives will be granted Special Leave 2. Special Leave 2 for 1 delegate per branch will be allowed for attendance at up to 6 Parcelforce Regional Committee Meetings per annum. The deduction for Special Leave 2 is 60% of Level 3 pay (Basic plus supplement plus Differential).

7. UNPAID TIME OFF FOR UNION ACTIVITIES

UCW Brnch Officers will be assisted by unpaid time off for those activities related to the running of the union such as union management, policy making, structure, finance, internal discipline and external affiliations. For such activities representatives will be granted Special Leave 3.

8. APPLICATIONS FOR LOCAL LEAVE

The prior oral permission of the representative's line manager must be obtained for each instance of absence unless local agreement provides otherwise. Such permission will not be withheld unreasonably.

9. APPLICATIONS FOR SPECIAL LEAVE

Special Leave must always be applied for, with as much forward notice as possible, on the relevant form and must be authorised prior to being taken. Such authorisation will not be withheld unreasonably.

10. CREDENTIALS

The following representatives are required to present to their line manager the Form of Credential at Appendix 1.

- a) Unit Representatives
- b) Regional Function Representatives
- c) Regional Organisers
- d) Branch/Section Officers
- e) Executive Council Members
- f) Standing Orders Committee Members
- g) Members Auditors

11. AUTHORISATION OF FIXED RELEASE

The scale of fixed facilities agreed for representatives must be authorised by the line manager on the form at Appendix 2. The facilities granted will be reviewed annually, or earlier if major changes occur.

12. INDUSTRIAL RELATIONS TRAINING

UCW representatives will be released for approved training courses in accordance with the terms of the Parcelforce/UCW national agreement: "Release For Representatives Of The Union Of Communication Workers Employed By Parcelforce For Industrial Relations Training".

13. MEMBERS AND REPRESENTATIVES

When a member of the UCW wishes to contact a representative on an industrial relations matter during working hours prior permission from the line manger must be obtained. Such permission will not be withheld unreasonably.

14. SUBSTITUTE REPRESENTATIVES

When a UCW representative is away on annual leave, sickness or official duty for any length of time a substitute will be nominated. In such circumstances, and with the agreement of the local manager, facilities may be transferred to that substitute.

15. ACCOMMODATION AND OFFICE FACILITIES

Parcelforce will, wherever possible, arrange for representative to be provided with reasonable facilities in terms of notice boards, accommodation and furniture where this is justified by the industrial relations duties of the representative. Assistance may also be given with typing, duplicating, photocopying etc. for industrial relations purposes.

16. APPROVAL OF NOTICES

The UCW is free to exhibit notices of general interest to the staff on their notice boards but no notice may exhibited in any other part of official premises without the previous approval of the local manager. The local manager may challenge the propriety of any notice exhibited by the UCW and, on giving reasons, require its immediate removal.

17. ACCESS TO RULES

UCW representatives should be allowed ready access to the Staff Contract Manual and Postal Instructions which concern them.

18. ACCESS TO PREMISES

Parcelforce will make every reasonable effort to facilitate access to premises for consultation purposes. If attendance is outside the normal duty hours or the representative the individual will, for safety reasons, report his presence to the duty manager.

19. MAIL

UCW correspondence under cover, except to or between individual union members, may be sent through the internal post. The public mail service must not be used without payment of the proper charge and the use of Parcelforce prepaid envelopes for union correspondence is prohibited.

20. TELEPHONES

Where a telephone is installed or provided for a representative's of branch's exclusive use the cost of installation, rental and external calls will be recovered from the UCW. Where telephone are provided for other purposes the cost of a reasonable level of calls consistent with normal industrial relations will be permitted.

21. ELECTIONS

The local manager and UCW representative should jointly determine the facilities required for UCW elections having due regard to the operational circumstances. These may include the siting of ballot boxes and polling booths in suitable places on Parcelforce premises if requested an may also include time off to vote or make a postal vote.

22. OVERTIME

If a representative is performing, or is about to perform, overtime and is required by the local manager to undertake industrial relations work, overtime, at the appropriate rate, may be paid up the time when the overtime is scheduled to end. Overtime will not be paid specifically for industrial relations purposes.

23. INDUSTRIAL

Both Parcelforce and the UCW have an obligation to use agreed procedures to resolve problems and avoid industrial action. Paid time off will be allowed for this purpose. Paid time off will not be allowed for purpose of organising or participating in industrial action.

24. SICK PAY CONDITIONS FOR SPECIAL LEAVE

UCW representatives must notify their line manager if they are taken ill while on Special Leave. On receipt of such notification the outstanding period of leave will be cancelled, the representative being regarded as having been due to resume duty on the day the incapacity was notified. The representative is then eligible to receive sick pay on and from that day, in accordance with the normal sick absence rules. On notification of fitness to resume duty the representative must submit a fresh application for leave if wishing to resume the interrupted industrial relations/union activities.

25. APPRAISALS

Where UCW representatives spend a large proportion of their time on representational duties, Parcelforce, in applying the normal rules for appraisalment of performance and promotability, will take account of relevant knowledge and experience gained in the course of such duties.

26. NEED TO MAINTAIN BUSINESS OPERATIONS

Parcelforce undertakes not to withhold any facility governed by this agreement but the UCW recognises that the use of any particular facility is always subject to the overriding necessity to maintain effective business operations.

27. APPEALS

Any disagreements on the provision of facilities which cannot be resolved by UCW branches and local managers will be subject to the Procedural Agreement. Disagreements on points of principle or for clarification of the national intention should be referred to Parcelforce Headquarters.

28. REVIEW

This agreement may be reviewed at any time at the request of either Parcelforce or the UCW and, in any case, will be subject to review 18 months from the date of commencement.

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Parcelforce

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Union of Communication Workers

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Date

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Date.