

AGREED PROCEDURE FOR THE CONDUCT OF INDUSTRIAL RELATIONS IN PARCELFORCE

INTRODUCTION

1. Parcelforce and the Union of Communication Workers (UCW) recognise that a key requirement of Parcelforce is to make the connection between Parcelforce customers and their customers work every time and that we are all committed to the success of Parcelforce as a quality company. To that end Parcelforce and the UCW jointly acknowledge the importance of establishing good working relationships and an uninterrupted work-flow. Key to that role is our joint belief that problems in industrial relations are best dealt with quickly and by the people on the spot. This agreement sets out a code of practice for good industrial relations which includes the provision of a formal procedure for the resolution of problems which cannot be solved locally.
2. In a business where both managers and staff representatives accept the need to work together for the good of the business (including both its customers and its staff) the vast majority of cases will be resolved locally. However, in those few cases where local discussions fail to resolve a problem, matters should be progressed to formal disagreement.
3. Management and staff representatives should understand fully that the aim of the negotiation is to reach agreement locally. The availability of a registered disagreement procedure is not intended to provide an easy way out: indeed, referral to third parties may well indicate that the negotiators have 'failed', the more so where a way forward is subsequently found.
4. In Parcelforce the need to respond quickly and efficiently to market forces and customer demand is important. Accordingly, all concerned in industrial relations must face up to the constant need to cope with change. Failure to identify the need to change, and to react swiftly to it, can only offer advantage to competitors better equipped to respond to customer demand. This can only result in their gain at our expense.
5. However, change and reacting swiftly to change should not be seen as a way of avoiding the need for the consultation and negotiations procedures set out within this agreement.

PROCEDURAL AGREEMENT GOVERNING CONDUCT OF NEGOTIATIONS AT LOCAL LEVEL BETWEEN PARCELFORCE AND THE UNION OF COMMUNICATION WORKERS

2. OBJECTIVES

The objectives of this agreement are to:-

List the principles which apply to negotiations between Parcelforce and the UCW:

and

- 1.2 detail the machinery for progressing and resolving matters which become the subject of disagreement between the local manager responsible and the local branch or section.

2. PRINCIPLES OF NEGOTIATION

- 2.1 It is agreed that there should be effective machinery so that negotiations between the parties can take place in a manner consistent with good industrial relations and sound communications. This agreement encourages a full exchange of views and highlights the need for the maximum co-operation consultation and negotiation. In agreeing this procedure, both sides accept that the emphasis must be on progressing the issue and not using the procedure for delay.
- 2.2 All agreements concluded under this procedure shall be binding on both parties until they are renegotiated under the terms of this or a subsequent agreement except where they are time limited. Both parties accept the need to ensure that the terms of all agreements are carried out and adhered to.

The Status Quo

- 2.3 The UCW are committed to ensure that there will be no industrial action of any kind by union members while any matter is subject to this procedure.
- 2.4 Except in emergency situations, Parcelforce will ensure that local management action to implement new procedures is deferred until the issue is resolved or the agreed procedure is exhausted.
- 2.5 During this period, both parties will ensure that the practices and procedures currently in regular use in the area of dispute will be maintained.
- 2.6 The status quo clause ensures that in the majority of cases the situation within the office does not alter while negotiations are in progress. The exception to this rule is when the appropriate local manager considers that an emergency situation exists and that action must be taken for urgent, operational, health, safety or legal reasons. This provision must not be used lightly and in every case the local manager must explain the reasons, in writing, for overriding the status quo to the local UCW representative. In the case of an operational emergency authority must be obtained from the line manager before the status quo can be overridden.

3. APPLICATION

Scope of the Agreement

- 3.1 This agreement covers all units and work areas in which UCW represented grades are employed.
- 3.2 The scope of this agreement covers matters which are negotiable, within the authority of the local manager to decide and which directly affect UCW represented staff employed in that local manager's work area. UCW representative will be elected from and by Parcelforce employees.
- 3.3 The term local manager means the Parcelforce Manager undertaking negotiations on behalf of Parcelforce: normally the Local Depot Manager, PCO Manager, Transport Manager, RCC Manager, DNC Manager, DSC Manager, CPU Manager, Export Manager or Import Manager.
- 3.4 The UCW representative participating in the local negotiations will be the Unit/work area or section Representative. In the event that a Unit Representative is not available the appropriate substitute will assume the responsibility for negotiations.
- 3.5 Both parties are committed to strive to reach agreement compatible with the terms of any relevant national or local agreements.
- 3.6 Any proposals put forward by any 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 every reasonable endeavour to respond with alternatives should be made.
- 3.7 Local agreements shall be operative on the date of signature or by a specific date within the agreement.
- 3.8 All agreements should be signed and should record the intentions and commitment of the parties in clear and unambiguous terms.

Individual Grievances

- 3.9 Individual cases (e.g. discipline, promotion) shall not be considered under this agreement.

4. MACHINERY FOR RESOLVING DISAGREEMENTS (see also Annex A & B)

Before the Formal Procedure

It is in dealing with day to day matters and proposals for long term changes that potential problems first arise, particularly if the issue is emotive or where there are external pressures, and unless delay with sensibly and promptly they can quickly get out of control. This can often result in them unnecessarily becoming the subject of formal disagreement or worse still, end in a ballot for industrial action.

The people involved in this stage have a duty to work together to safeguard the service to customers. It is their responsibility to resolve problems without the intervention of others and they should consider it a failure if the matter has to be considered at a higher level.

It follows from this that both management and union must recognise this need and refrain from intervening so that those with immediate responsibility have every opportunity to resolve their own problems.

When a problem is identified at the workplace or changes are proposed informal talks should be held at the earliest opportunity between the local manager and the Unit Representative. Both parties should keep brief notes of the discussions.

If the problem is not resolved or the proposals not accepted wither party, or both, may involve the next tier (usually the C&D/Processing Manager and UCW Function Representative) who should meet to discuss the problem without delay. However, it is open to both the local manager and the Unit Representative to proceed without the involvement of the second tier if they feel that such involvement would not advance the matter.

Stage One

If the discussions between the manger and the UCW representative do not resolve the problem the parties at 4.5 should draw up a statement (jointly wherever possible) covering areas of agreement and the points of difference. This joint statement of differences should be prepared within two working days. The preparation of this document provides a further opportunity to reach agreement and this should be taken where further progress is possible. However, if this fails formal disagreement should be registered and the timetable for the resolution comes into force.

If the C&D/Processing Manger and/or Function Representative have been involved, disagreement should be registered by these parties. Otherwise, the C&D/Processing Manager and Function Representative are by-passed.

Once disagreement has been registered, the parties involved have up to 5 working days in which to find a mutually acceptable solution. Every effort should be made to resolve the matter by full and frank negotiation and consultation but if full agreement cannot be reached within the 5 working days Stage Two has been reached and the joint statement of differences prepared at 4.6, but updated as necessary, should be referred immediately to the Regional Manager and Regional Organiser.

Stage Two

Where either the Regional Manager or Regional Organiser has already been directly involved in the negotiations the statement should be referred by that party to their HQ (Personnel in the case of Parcelforce HQ) who will appoint an independent officer (normally a Regional Manager/Regional Organiser) to deal with the disagreement. Exceptionally, and only with the consent of both HQs, if either the Regional Manager or the Regional Organiser feels incapable of handling the disagreement it can be referred to the appropriate HQ. Such a decision can only be made at the time the statement is drawn up. Both Parcelforce and the UCW recognise that such action will be the exception rather than the rule and this provision is not to be viewed as a further stage of the disagreement.

- 4.10 If the disagreement is in an HQ unit, the case should be referred to the Personnel function in Parcelforce HQ and to the appropriate Regional Organiser. The personnel function will appoint an independent officer who may be from Parcelforce HQ or from a Region.

4.11 Within 5 working days of the disagreement being referred to them, the Parcelforce and UCW nominees will find a means of resolving the disagreement which can be recommended to the local parties at Stage One. However, if no way forward can be found the procedure is exhausted and management will inform the union of its intended course of action.

Stage Three

4.12 If the local negotiations, reopened on the basis of the recommendations of the Parcelforce and UCW nominees do not produce agreement within a further 5 working days then management is free to inform the union of its intended course of action unless the recommendation put forward under Stage Two specifically allows for a further reference to the Parcelforce Manager and the UCW nominee. In this case, the parties at that level may again seek a way forward which can be recommended to the local negotiators.

Region-wide Disagreements

4.13 If a negotiation is Region-wide or is between more senior managers and staff representatives, the principles set out here should be applied with common sense. However, in such cases the involvement of Parcelforce HQ and UCW HQ at Stage 2 will frequently be necessary at the Regional Manager/Organiser may have been involved at the disagreement stage.

5. 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.

.....
Parcelforce

.....
Union of Communication Workers

.....
Date

.....
Date

ANNEX A

	SITUATION	ACTION	MANAGEMENT	UNION	COMMENTARY	TIMESCALE
A (INFORMAL)	Problem arises at the workplace/proposals put to staff	Informal talks between Management and Union reps	Unit Manager e.g. LPD/RCC Manager	e.g. Unit Rep	Both sides to keep brief Note	Without delay
B (INFORMAL)	Problem not resolved	Further talks between Management and union reps	Parties at A plus by agreement C&D/Processing Manager	Parties at A plus by agreement Regional Function Representative	Advice of Personnel Manager should be sought	Without Delay
STAGE 1 (FORMAL)	Problem still not Resolved Still no solution	Register statement of Differences. Further talks Final statement of Difference. Refer to higher level	Parties at B	Parties at B	Personnel Manager must be consulted Initial statement may suffice	Within one week
STAGE 2 (FORMAL)	Joint statement referred	Management and union meet to find a solution to recommend to the local parties	Regional Manager? Parcelforce HQ Nominee	Regional Organiser	If no solution is found, the procedure is exhausted and management may act as it sees fit	Within one week
STAGE 3 (FORMAL)	Final Stage	Management and union meet to resolve the issue on the basis of the solution recommended.	Parties at Stage 1	Parties at Stage 1	If no solution is found the procedure is exhausted and management may act as it sees fit*	Within one week

*unless the recommendation at Stage 2 allows a reference back to the Regional Manager and the UCWHQ nominee

Appendix B

1. STANDARD/EXPRESS/DATAPOST/INTEGRATED OPERATIONAL UNITS

STAGE 1	UNIT MANAGER REGIONAL FUNCTION MANAGER	UNIT REPRESENTATIVE FUNCTION REPRESENTATIVE
STAGE 2	REGIONAL MANAGER	REGIONAL ORGANISER
STAGE 3	PARTIES AT STAGE 1	PARTIES AT STAGE 1

REGIONAL OFFICE STAFF & HQ ADMIN UNITS

STAGE 1	UNIT MANAGER UNIT MANAGER	UNIT REPRESENTATIVE FUNCTION REPRESENTATIVE
STAGE 2	HQ ASSISTANT DIRECTOR	REGIONAL ORGANISER
STAGE 3	PARTIES AT STAGE 1	PARTIES AT STAGE 1

3. LIVERPOOL AND LONDON IDC

STAGE 1	IMPORT/EXPORT MANAGER IMPORT/EXPORT MANAGER	UNIT REPRESENTATIVE FUNCTION REPRESENTATIVE
STAGE 2	IDC MANAGER	REGIONAL ORGANISER
STAGE 3	PARTIES AT STAGE 1	PARTIES AT STAGE 1

4. OTHER UNITS

The above principles should be applied to disagreements arising in any unit not covered by paragraphs 1, 2 and 3.

WORKPLACE REPRESENTATIVES

1. RESPONSIBILITIES

In large units Workplace Representatives will represent UCW members within the shift where they are employed. There will be no more than one Workplace Representative for each shift. They will be available to discuss with the shift manager matters arising which affect UCW members within the shift manager's area or responsibility. They will assist the Unit Representative in handling grievances, individual cases and day to day issues involving member within their shift.

2. RELEASE

Workplace Representatives will not be allowed fixed amounts of local leave or Special Leave but will be granted local leave or Special Leave 1,2 or 3 as appropriate at such times as they are required to undertake industrial relations duties or union activities which cannot reasonably be performed outside working hours.

3. RESPONSIBILITIES

Unit Representatives will represent UCW members within the unit where they are employed: There will be one Unit Representative for each unit. Trunker/feeder drivers in a sorting centre will be regarded as a separate unit and will have a dedicated Unit representative. They will handle grievances, individual cases and day to day issues involving members within their unit and will negotiate agreements particular to that unit. Unit Representatives in large units may be assisted by a number of Workplace Representatives.

4. RELEASE

Unit Representatives will be allowed a minimum of 2 ½ hours per week local leave (averaged over 12 months) and will be granted local leave or Special Leave 1,2, or 3 as appropriate at such times as they are required to undertake industrial relations duties or union activities which cannot reasonably be performed outside working hours. Local managers have authority to increase the amount of local leave where this is justified.

REGIONAL FUNCTION REPRESENTATIVES

1. RESPONSIBILITIES

Function Representatives for the administration, collection/delivery and processing functions will represent UCW members in those disciplines within the region where they are employed. There will be one Collection/Delivery Function Representative and one Processing Function Representative in each collection/delivery and processing territory and one Admin Function Representative in each region as follows:

As at April 1993

	Administration	Processing	Collection & Delivery
Scotland	1	1	1
North	1	2	2
Central	1	2	2
South/South East	1	2	2
South East	1	1	1

They will be available specifically to assist Unit Representatives in local negotiations where the Unit Representative and local manager agree that negotiations are approaching an impasse; i.e. their role is to avoid disagreement or to record disagreement where this becomes necessary and they have failed to resolve the impasse.

2. RELEASE

Regional Function Representatives will not be allowed fixed amounts of local leave or Special Leave but will be granted Special Leave 1 at such times as they are required to undertake industrial relations duties in accordance with their role in the Parcelforce/UCW national agreement : "Procedural Agreement Governing Conduct Of Negotiations At Local Level Between Parcelforce And The Union Of Communication Workers".

REGIONAL ORGANISERS

3. RESPONSIBILITIES

Regional Organisers will represent UCW members within the region where they are employed. There will be one Regional Organiser in each region. They will be available to discuss with managers matters arising which affect UCW members within their region.

4. RELEASE

Regional Organisers will be allowed full time release of Special Leave 1.

5. TRAVELLING

When attending meetings at the request of management the travelling costs of Regional Organisers will be reimbursed within the normal rules.

BRANCH REPRESENTATIVES

1. RELEASE

Branch/Parcellforce Section Chairs, Secretaries and Treasurers will be granted Special Leave 3 for Union activities which cannot reasonably be performed outside working hours.

CONFERENCE DELEGATES

2. Conference delegates will be allowed Special Leave 2 for attendance at UCW conferences.

EXECUTIVE COUNCIL MEMBERS

3. RELEASE

Members of the Executive Council will be allowed full time release of Special Leave 3. In addition, they will be granted 24 days Special Leave 1 and 45 days Special Leave 2 per annum. They will be allowed Special Leave 2 for attendance at UCW conferences.

STANDING ORDERS COMMITTEE MEMBERS

4. RELEASE

Members of the Standing Orders Committee will be allowed special Leave 3 for union activities which cannot reasonably be performed outside working hours. In addition, they will be granted 25 days Special Leave 2 per annum. They will be allowed Special Leave 2 for attendance at UCW conferences.

MEMBERS' AUDITORS

5. RELEASE

Members' Auditors will be allowed Special Leave 3 for union activities which cannot reasonably be performed outside working hours. They will be allowed Special Leave 2 for attendance at UCW conferences.

CREDENTIAL FOR UCW REPRESENTATIVES

This is to certify that

(name)

of (unit/location)

hold the following representative positions in UCW

- a) Unit Representative from to (date)
- b) Regional Function Representative from to (date)
- c) Regional Organisers from to (date)
- d) Branch/Section Officers from to (date)
- e) Executive Council Members from to (date)
- f) Standing Orders Committee Members from to (date)
- g) Members' Auditors from to (date)

Date

Signed
UCW Representative

Notes

- 1) A copy of this credential must be held by the UCW, the representative and the representative's line manager. The line manager must inform the Regional Personnel Office of the names of any representatives holding appointments above Unit Representative
- 2) Separate credentials may be used for separate appointments when the dates of election are different.

AUTHORITY FOR FACILITIES FOR UCW REPRESENTATIVES

(to be reviewed annually)

It is agreed that

(name)

of (unit/location)

representing (group of employees)

is designated by the UCW to hold the following representative positions

- a) Unit Representative from to (date)
- b) Regional Function Representative from to (date)
- c) Regional Organisers from to (date)
- d) Branch/Section Officers from to (date)
- e) Executive Council Members from to (date)
- f) Standing Orders Committee Members from to (date)

And is authorised the following facilities for the period

from to

- a) Local Leave hours per week
- b) Special Leave 1 days per year
- c) Special Leave 2 days per year

Date

Signed