

WORKING TIME AGREEMENT (Royal Mail Service Delivery)

1. Introduction

Royal Mail, and CWU jointly acknowledge and support the guiding principles behind the Working Time Regulations 1998. The intention is to move towards socially acceptable patterns of attendance that will ensure all employees have proper breaks from work, thus promoting family-friendly employment, which is beneficial to both employees and employer. In addition, this builds on Royal Mail and CWU's joint objectives, which recognise the need for staff to have the opportunity to maintain and improve reasonable and regular earnings expectations without relying on excessive levels of overtime.

Whilst supporting the principles, all parties acknowledge that Royal Mail has special circumstances which require a measured approach to implementation, phased over a period of time. It will be important to both safeguard customer service during this period and deal sensitively with the employee issues that arise in particular the impact on individuals.

Since the introduction of the Regulations in October 1998, Royal Mail, CWU and CMA have been working together to ensure legal compliance in respect of Individual Opt Out Forms, Health Checks for night workers and identifying any duties that involve Special Hazards. There have also been a series of meetings to work on the detail, much of which is now included in this agreement.

The Working Time Regulations allow for a number of modifications to be applied to meet the special circumstances of the business concerned. This agreement outlines the way in which Royal Mail plans to introduce the Regulations with the full involvement of the Unions. It should not result in any increase in either Working Time or a reduction in minimum rest breaks over those in place locally prior to the introduction of this agreement. Any bonusworthy savings achieved through the progressive reduction in working time will flow through to PBS where appropriate.

The agreement will cover all employees in Royal Mail represented by the CWU. For this purpose, no one is considered part of an excluded sector or individual as defined in the regulations and it is jointly accepted that the Health and Safety of all employees must be the priority of both parties.

A jointly agreed success criteria for this agreement is attached at Appendix 1.

2. Definition of Working Time

The test of working time for the purposes of this agreement means any period that an employee is:

- a. working and
- b. is at the Business's disposal and
- c. is carrying out the Business's activities or duties.

All three conditions must be satisfied for the time to be classified as working time and that this is not necessarily the same as "paid-for" time. In Royal Mail this will exclude the meal reliefs specified in the Personnel Framework, irrespective of whether these are paid or unpaid. Any other breaks will be included in working time.

The aim will be to apply common sense as to what constitutes working time in a

particular case taking account of the three guiding principles above and detailed in para 2.1. Any disagreements that cannot be resolved locally by the application of the guiding principles above or the examples below, should be dealt with using the IR Framework.

2.1 The following will be classed as working time for the purposes of this agreement:

- Travelling to and from a work activity, which is to be counted as working time, with the exception of normal commuting to the regular workplace.
- That portion of an "on call" period where the individual is actually dealing with a "call". This would include any time spent travelling to "the call" although this may be the normal journey to work.
- Time spent at work-related training courses and seminars organised by Royal Mail where the individual is given paid release from their normal duty to attend.
- Grace reliefs and tea breaks.
- Time spent with external customers or suppliers at restaurants or other social events.

2.2 The following will not be classed as working time for the purposes of this agreement:

- Annual leave, sick leave, maternity/paternity leave and special leave.
- Work performed away from "the office" (for example, reading papers on the way home) unless it is a requirement of the job and is authorised by the individual's line manager.
- On Call - time when an employee is "on call", but otherwise free to pursue their own activities.
- Time spent at a recognition event as a guest, unless it is within normal duty hours.
- Working at home unless the individual is classed as a home worker for tax purposes or has obtained prior agreement from their line manager.
- Community Action events whether on Royal Mail premises or not unless agreed locally.
- Time spent at a Post Office Recreation event as a participant, spectator or sporting official.

3. Reference Periods

The reference period for the purposes of calculating working time and night work limits in Royal Mail for all employees will consist of fixed periods of 52 consecutive weeks but specific arrangements for the 4 week Christmas period will be dealt with separately (see para 12). The first reference period will be the 52 week period commencing from Monday 4th October 1999. Future reference periods will be subject to the agreed annual joint reviews.

4. Limits on Maximum Weekly Working Time

All employees in Royal Mail have been given the opportunity to opt out of the 48-hour average limit by means of signing a voluntary opt out agreement. This opportunity will remain available to employees on request in line with the regulations. Those who choose not to sign opt out forms will be limited to a maximum of 48 net hours per week averaged over the agreed reference periods (see para 3 above).

Full time employees who wish to work more than 48 hours after 3rd January 2000, will continue to be required to sign a waiver form expressing their willingness to exceed 48. Signing the opt out form (waiver) does not either commit an individual to work or an employer to offer any promise that extra duty will be available in the future. The normal arrangements for seeking volunteers will remain in place but subject to this collective agreement i.e. in line with the

agreement for allocating and monitoring of overtime.

5. Phased Introduction of Reduced Working Time

5.1 Gross Hour Recording

5.1.1 From week commencing 3rd April 2000, the maximum permitted gross hours that an individual may work in any single week will be limited to an absolute maximum of 80.

5.1.2 From week commencing 2nd October 2000 this will again be reduced to 70 hours.

5.1.3 There will be a formal joint review in September 2001, 2002 and 2003 in respect of the effect of the steps, deployment, and other pay measures on national average earnings using payroll data. The phasing programme will be subject to adjustment in the light of the outcome of the annual review on the Agreed Success Criteria.

5.2 Average Net Hour Recording

5.2.1 From week commencing 7th October 2002 working time will be averaged over the agreed reference periods and measured in net hours. The maximum from this date will be 55 net hours averaged over the periods with no single week exceeding the 65 gross hours.

5.2.2 From week commencing 6th October 2003, the maximum will be reduced to an average of 48 net hours with no single week exceeding 65 gross hours.

5.2.3 The Regulations require that working time is monitored and employers must keep accurate records of employees working time particularly where no other systems of time recording exist. This may involve the use of signing-on sheets, time-sheets or other agreed method as is most appropriate to the working environment concerned.

6. Rest Breaks

6.1 Rest Breaks (Meal Breaks)

Meal Breaks as outlined under existing rules in the Royal Mail Attendance Regulations and collective agreements will be maintained which ensure the terms of Section 12 of the Regulations are met.

6.2 Daily Rest

From week commencing 2nd October 2000, the minimum daily uninterrupted break from work will be nine hours in any 24 hour period.

From week commencing 1st October 2001, the minimum daily break will be 10 hours.

From week commencing 6th October 2003, the minimum daily break will be 11 hours.

6.3 Weekly Rest

From week commencing 2nd October 2000 employees will have at least either one 24 hour uninterrupted break from work each week or one 48 hour break each fortnight.

From week commencing 6th October 2003 all employees will have a 24 uninterrupted break from work each week or one 48 hour break each fortnight in addition to the 11 hour daily break due. Care must be taken to ensure that both

breaks are scheduled.

6.4 Duty Planning

Existing duties must be adjusted in line with the timescales above to give at least an 11 hour break in each 24 hours and the equivalent of one 24 hour break each week. All new duty proposals must also facilitate the rest breaks required. Five-day week attendances should be increased in line with the associated agreements on Delivery, PBS and the Way Forward. The limits above must also be taken into account when constructing and allocating Scheduled Attendances to individuals.

7. Procedure where individuals work in excess of the agreed limits

This agreement places an obligation on both individuals, their line managers and the Union to take all reasonable steps to ensure that the limits are adhered to. In particular the daily rest should not be less than 9 hours. However, there will be occasions when the limits are broken and the action below will need to be taken. When this happens joint local discussions will take place to identify the reasons and prevent a recurrence.

7.1 If the Rest break (Daily/Weekly) provisions in this agreement are broken, this should only occur when an individual has worked ad hoc overtime (since duties and SAs must always be allocated to take account of the limits). The element of the rest that was missed should normally be rescheduled and taken within 48 hours. This will be taken as additional rest added to an existing daily or weekly rest break in no more than 2 separate blocks. However, where this conflicts with an individual's duty or scheduled attendance commitments local joint discussions will take place to agree the period.

7.2 If an individual exceeds the gross hour restrictions set out in Para 5, their personal limit will be reduced for the following week. For example if the limit is 70 hours and they work 75, then the following week they will only be permitted to work 65 hours. Employees who exceed the limit more than once in any calendar month will not be permitted to work overtime for a period of a week (i.e. just their conditioned hours plus any Scheduled Attendance that they are personally committed to perform).

7.3 The net hour average limits (excluding meal breaks) will be operated over the agreed reference periods. Working time will be monitored and information on the current average will be available on request. However, employees must ensure before they volunteer for any overtime that they will be able to continue to meet their obligations to work their conditioned hours and any Scheduled Attendance. If an individual has exceeded the limit over the reference period, their personal limit will be reduced by a corresponding amount in the following reference period.

7.4 The authorisation/allocation of extra duty/overtime must also ensure employees keep within the agreed limits and regular breaches will be viewed seriously.

8. Night Work

The night period will be 11pm to 6am and anyone who performs at least 3 hours of normal duty on a regular basis between these hours will be classed as a Night Worker. For monitoring purposes, the night period will again be averaged over the successive reference periods in line with those that apply to the length of the working week.

8.1 All night workers have and will continue to be offered the opportunity to undergo a health assessment. These will be offered thereafter at three yearly intervals. However, if an individual is concerned they may request an assessment

at an earlier date. Where an individual does not meet the night worker criteria, but believes that their health may be at risk (e.g. performs Scheduled Attendance at night or finishes their duty between midnight and 2 a.m.) they may nominate themselves for a health assessment and will be sent questionnaires at the same frequencies as Night Workers. New night workers will be offered the opportunity for assessment before taking up the new shift.

8.2 Those who are deemed unsuitable for night work following consultation with the EHS will be offered alternative work on another shift by the agreed arrangements. Where an individual is unhappy with the alternative work offered and seeks representation, urgent joint discussions will take place to ensure that the suitability/personal hardship issues are addressed. Any issues that cannot be resolved locally should be dealt with using the Grievance Procedure and, in parallel, referred to the CWU and Service Delivery at national level.

9. Special Circumstances - Employer/Employee Obligations

Royal Mail has the responsibility of providing a public service and all parties accept that there is an obligation on all employees to play their part in maintaining the kind of service which the public has the right to expect. The nature of the service makes a measure of overtime working necessary. Employees may be required to work overtime during periods of particularly high levels of traffic, such as Christmas or where a scheduled Sunday or Bank Holiday forms part of locally agreed duty arrangements. Such periods should be staffed on a voluntary basis, wherever possible. The arrangement and allocation of overtime or variations of hours of attendance will be subject to the processes in the Industrial Relations Framework. This agreement does not conflict with the individual's rights and obligations under the Working Time Regulations.

10. Annual Leave

Annual leave selection, entitlements and holiday pay will be as agreed in the relevant collective agreements which ensure the terms of section 13 to 16 of the Regulations are met.

11. Young Workers

Young workers are defined as those under 18 years of age.

11.1 Breaks (Meal Breaks)

Employees under age 18 should receive the appropriate entitlement outlined in the new meal relief rules which form part of this set of agreements.

11.2 Daily Break

From week commencing 3rd April 2000, young workers must have the minimum break entitlement of 12 hours per 24 hours.

11.3 Weekly Break

a. From week commencing 3rd April 2000, young workers will be given a 48 hour break in each 7 days, which may be taken as two separate and uninterrupted 24 hour breaks. Where this is not possible because of the nature of the work, this entitlement may exceptionally be reduced to an uninterrupted 36 hour break.

b. As a part of the September 2002 review, the number of young workers not receiving a 48-hour weekly rest break will be assessed with a view to scheduling 48-hour weekly breaks for all such young workers with effect from 6th October 2003.

11.4 Night Work

In keeping with the EC Directive on the protection of young people at work, there

should be no new night workers under 18 years appointed after the date of this agreement. Those under 18 who are already night workers may continue subject to the normal resourcing arrangements. However, the age profile of current young night workers is such that the expectation is that the vast majority of these will be 18 within a 12 month period.

12. Christmas

Christmas is a special time of year within Royal Mail and different arrangements will need to apply in place of those outlined above. The Christmas period will be defined locally but must not exceed the agreed 4 weeks.

12.1 Rest breaks - the provisions will operate in line with those above, with the exception of the requirement for the 24 hour weekly break provision. This will be suspended for the Christmas period for all individuals performing locally agreed Christmas arrangements.

12.2 From Christmas 2000 Working Time will also operate over Christmas within the new maximum gross hours limit of 72 hours. Further limits will be subject to the review specified below.

12.3 These Christmas arrangements will be reviewed jointly by April each year to examine the scope for extending the year round limits to Christmas.

13. People with Second Jobs

Individuals with other employment must ensure that they are able to meet their contractual obligations to Royal Mail and remain within whatever limits apply to them under the Working Time Regulations and this agreement. Employees must declare any potential conflicts to their line manager at the earliest opportunity.

14. Transport and the potential effect on Drivers

There is separate legislation currently under review concerning these employees that will need to be addressed as an addendum to this agreement once the limits and timescales have been finally defined. This will be carried out jointly over the coming months and communicated as appropriate.

15. Intention of the agreement

All parties are fully committed to achieving full compliance with the Working Time Regulations by October 2003 by the means outlined above, but recognise the possible difficulties with the operational arrangements. However, this agreement is not intended and must not be used as a means to increase the use of casuals over and above the levels agreed through the normal consultation and negotiating arrangements. All disagreements in respect of any of the terms of this collective agreement, other than those arising from legal requirements, will be subject to the IR Framework.

16. Review

This agreement represents a new departure for Royal Mail and CWU that requires that a measured approach be taken. Consequently, it is agreed that there will be regular formal joint review meetings in April for Christmas and September each year to determine whether the timetable and implementation steps set out above remain achievable/acceptable when assessed against the Guiding Principles and the agreed Success Criteria Measures.