

Monitoring Group - An Post Agreements

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Monitoring Group Findings on LCR 21206

Background

LCR 21206 is a Labour Court Recommendation arising from a claim by the An Post Group of Unions for a 6% pay increase.

The Recommendation provided a route map for the parties to address the claim in a two phase process. The Labour Court identified specific changes to be implemented by the parties and referenced others which were the subject of ongoing discussions. LCR 21206 states that *'While every effort should be made by the parties, with the active involvement and assistance of the Monitoring Group, to reach final agreement on all matters referred to in this part of the Recommendation, in the event of that not being possible outstanding issues may be referred back to the Court for a definitive recommendation.'*

The parties have been engaged in ongoing discussions in relation to the issues since the Recommendation issued and while good progress has been made, the Monitoring Group has been asked to assist the parties in respect of the following issues.

Revised Sick Pay Scheme

LCR 21206 provided that *'the Company scheme should now be brought into line with that currently applicable in the Civil Service....'*

The Monitoring Group has assisted the parties in revising the previous Company scheme and agreeing appropriate implementation and transition arrangements. The Revised Sick Pay Scheme is set out at Appendix A. The Monitoring Group finds that the scheme should be implemented.

Arrangements Regarding Staffing issues, including; the employment of Temporary staff, appointment to permanent status, restructuring, and addressing overstaffing & surplus staff scenarios

The Monitoring Group had previously determined a basis on which temporary staff represented by the Communications Workers Union could obtain a permanent contract of employment. That determination was extended recently but is due to expire this year. The Monitoring Group is mindful of **all** temporary employees' expectations in relation to permanency and the importance of the issue for temporary employees across the business. Separate but connected is the Company's imperative to adjust its staffing requirement in line with the changing requirements of the business including in the context of the serious decline in its core business. In the circumstances, the Monitoring Group believes that the document attached at Appendix B balances, insofar as is possible and reasonable, the requirements of the Company and all its employees and should be implemented.

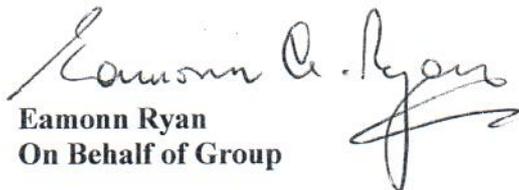
Cessation of Home Garaging

This Company has been attempting to secure agreement on this issue for a number of years. Some progress was made during conciliation talks under the auspices of the former Labour Relations Commission which resulted in agreement in principle on the 'red-circling' for certain category employees. The discussions which commenced at the LRC have been continuing with assistance as required from the Monitoring Group. A document setting out the terms and implementation arrangements for the cessation of home garaging is set out at Appendix C and should be implemented by the parties.

In the course of discussions, the Company identified a number of issues related to the retention of home garaging that it required to be resolved. The Monitoring Group is not satisfied that there has been sufficient engagement on those issues at this time. The Monitoring Group recommends that the parties should engage in further dialogue and in the event that they are unable to resolve the issues, the matter should be referred back to the Monitoring Group for determination by end October 2016.

Industrial Relations Protocol

Discussions in relation to an Industrial Relations Protocol between An Post and its Unions have been ongoing but remain unresolved at this time. The Monitoring Group recommends that those discussions continue between the parties. Should the parties not be able to reach agreement on a protocol, the Monitoring Group is available to assist and issue a determination if necessary.


Eamonn Ryan
On Behalf of Group

1. Context:

The terms of this Revised Sick Pay Scheme apply as part of the generic cost savings measures being implemented following acceptance of the Labour Court Recommendation LCR21206.

2. Change:

The An Post Sick Pay Scheme is revised in line with the amendments to the Sick Pay Scheme applied in the Civil Service under the provisions of the Public Service Management (Sick Leave) Regulations, S.I. 124 of 2014 (as amended by the Public Service Management (Sick Leave) (Amendment) Regulations 2015

3. Effective Date:

The revised Sick Pay Scheme terms in An Post will apply with effect from 1st July 2016.

4. Disputes:

Any dispute regarding the application of these terms will be dealt with by reference to the Public Service Management (Sick Leave) Regulations, S.I. 124 of 2014 (as amended by the Public Service Management (Sick Leave) (Amendment) Regulations 2015, save where there is a variation in this document of the Regulations as it relates to their application in An Post.

5. Summary of main Provisions:

Without prejudice to clause 4 above, Sections 5 – 7 of this document provide a summary of the main provisions of the new Sick Pay Scheme terms:

An employee who is absent from work arising from illness from the 1st July 2016 may have access to paid sick leave subject to the following limits:

- (i) A maximum of 92 days sick leave on full pay in a year
- (ii) A further maximum of 91 days sick leave on half pay subject to a maximum of 183 days paid sick leave in a rolling four year period

Where an employee has exhausted 183 days paid sick leave in a rolling four year period and is absent because of illness again, he/she may be granted Temporary Rehabilitation Remuneration (TRR). TRR was formerly referred to as 'Pension Rate of Pay' and will continue to be calculated in the same way. An employee must have 5 years' continuous service to qualify for the payment of TRR.

Except in instances of "Critical Illness", TRR will only be payable for a maximum of 548 days where there is a reasonable prospect of the employee returning to work and providing regular and effective service, following his/her illness.

For employees employed pre April 1995, who do not make Class A PRSI contributions the revised scheme introduces a minimum payment of TRR which will be the equivalent of the personal social welfare rate, as revised periodically.

The above provisions, and those relating to Critical Illness (see 6 below), do not apply to absence due to Occupational Injury / illness which will continue to be governed by the terms of the existing Company Occupational Injury / illness Scheme.

6. **Critical Illness Protocol (CIP)**

In recognition of the fact that, sometimes, a longer period of sick leave can be required to address a critical illness or serious physical injury there is provision for the following to apply **in exceptional circumstances**:

- (i) A maximum of 183 days on full pay in a year
- (ii) A further maximum of 182 days sick leave on half pay
subject to a maximum of 365 days paid sick leave in a rolling four year period

Where an employee has exhausted 365 days extended sick pay under the **Critical Illness Protocol**, he/she may be granted Temporary Rehabilitation Remuneration (TRR) for a further period of 12 months.

Where the period of sick leave extends beyond that, the Company may grant a further period of TRR. Any further period of TRR will not exceed an overall total of 730 days and will be subject to 6 monthly reviews by management in consultation with the Company's Occupational Health Service.

Critical Illness Protocol applies where, in relation to a period of sick leave, the following criteria are met:

- (i) The employee is medically unfit to return to his or her current duties or (where practicable) modified duties in the same pay grade.
- (ii) The nature of the medical condition has at least one of the following characteristics:
 - (a) Acute life threatening physical illness
 - (b) Chronic progressive illness, with well-established potential to reduce life expectancy
 - (c) Major physical trauma ordinarily requiring corrective acute operative surgical treatment
 - (d) In-patient hospital care of two consecutive weeks or greater.

The decision on whether an employee's period of sick leave is comprehended by the Critical Illness Protocol of the Sick Pay Scheme will be made by management, subject to advice provided by the Company's Occupational Health Service.

Under the Public Service Management (Sick Leave) Regulations, S.I. 124 of 2014 it is provided that an Occupational Physician will advise on the application of the criteria to any period of sick leave. In An Post advice on such matters will be given to management by an Occupational Health Advisor or the Company's Chief Medical Officer.

Any management decision taken that Critical Illness does not apply to a period of sick leave may be appealed by the employee through the internal appeal process set out at Appendix A, and should that not resolve the matter it may be appealed to the Labour Court appointed Monitoring Group for determination. The appeal may be made on medical grounds or against the management decision made with regard to the available medical advice.

The extended sick pay arrangements associated with Critical Illness also extend to any periods of non-critical sick leave incurred within a 12-month period following the first day of a critical illness / injury absence commencing.

7. Pregnancy Related illness

Where a pregnant employee is medically unfit for work due to a pregnancy related illness and has exhausted access to paid sick leave, she will continue to receive sick pay at half-pay for the duration of her pregnancy related illness. This is regardless of whether she has reached the maximum limit for half-pay due to prior sick leave. This period of extended half-pay will not count towards future access to sick pay.

Critical Illness Protocol: Where an employee has a pregnancy related illness, the requirement at clause 6 (ii)(d) for hospitalisation of two weeks will be reduced to two or more consecutive days of inpatient hospital / clinic care while the employee remains unfit for work.

8. Transitional Arrangements:

Where an employee has commenced a period of sick absence before the 1st July 2016 and that absence continues beyond that date, the employee will be subject to the sick pay arrangements that applied at the time the absence commenced.

Any period of sick absence that commences on or after the 1st July 2016 will be subject to sick pay terms of the new Sick Pay Scheme.

9. Self-Certified Sick Leave:

The limit of 7 self-certified sick days applicable to employees will, in future, be assessed by reference to a **24 month** rolling period. This change is also effective from 1st July 2016. For the purpose of assessing the level of self-certified sick leave an employee has accumulated, regard will only be had to self-certified sick leave incurred since 1 January 2016 with the introduction of this change.

10. Review:

The operation of the Revised Sick Pay Scheme terms will be subject to periodic review. The first review will take place after the first 12 months following its implementation. The review will be carried out by a sub group of the Joint Conciliation Council.

Any issues arising from such a review, that cannot be resolved between the parties, will be referred to the Labour Court appointed Monitoring Group. The decision of the Monitoring Group will be final in relation to any such issues.

A schematic showing the Appeal Process on a Critical Illness Decision is attached separately to this document.

Arrangements regarding Staffing issues, including; the employment of temporary staff, appointment to permanent status, restructuring, and addressing overstaffing & surplus staff scenarios.

1. Introduction & Context

- 1.1. In the context of the ongoing business challenges facing An Post and the recent raft of legislative developments it was appropriate to review these matters including the resultant cost implications of staffing in the Company. This is particularly important in the ongoing circumstances of the implementation of major change, which involves necessary restructuring and rationalisation, in a volatile economic climate as well as the unprecedented level of decline in the core business (both mails & retail post offices) with the unacceptable levels of financial losses arising therefrom.
- 1.2. In order to address the requirements of the business for the future and ensure agile organisational responses to changing circumstances, and to ensure its ongoing competitiveness, the following measures should be implemented within An Post

2. Staffing

Recruitment and Management of Temporary staff & the conditions of appointment of Temporary staff to Permanent employee status

- 2.1. In line with the changing demands of the business, the company will continue to employ temporary staff as required. The basis upon which they will be employed will be in line with existing agreements, save where amended by this document.
- 2.2. The following measures set out the circumstances under which temporary staff may be appointed as permanent staff in the future and the circumstance under which their contracts of employment can be terminated.
- 2.3. Temporary staff with over two years in continuous service and whose contracts of employment are terminated will be paid the terms of the approved Voluntary Severance (VS) scheme available in the Company at the time their employment with the Company ceases.
- 2.4. With effect from 1st July 2016, temporary staff will be appointed to permanent employee status following two years of continuous unbroken employment with the Company (i.e. two years of continuous weekly working – allowing for normal annual leave being taken), subject to the following conditions:

- 2.4.1. They are required for ongoing work requirements, (*i.e. the work is ongoing and it is not known when this work will cease, e.g. they are covering a vacant permanent post. Covering maternity leave or longer term sick leave is not defined as ongoing*) and there are no surplus staff or staff who are seeking transfer available to perform the ongoing work in lieu of the temporary staff member.
- 2.4.2. Where temporary staff have intermittent broken employment during the two-year period under clause 2.4, which generally does not exceed four weeks in any year, they may be considered for appointment where the other conditions under clause 2.4 are met. Such cases will be reviewed by the HR Director and may ultimately be referred to the Monitoring Group for determination if there is disagreement between the parties.
- 2.4.3. The Company reserves the right to terminate their contract of permanent employment at any time during the period prior to reaching four years of continuous unbroken employment with the Company, in circumstances where there is no further work requirement for them – including due to the redeployment and or transfer of more senior staff within or to their office / work location. In such circumstances they will be paid the terms of the approved Voluntary Service Scheme available in the Company at the time their employment with the Company ceases.
- 2.4.4. It is a condition of appointment to permanent staff status within the Company that the employee will be liable to be redeployed to alternative work and/or transferred to alternative work locations within a radius of up to 45km, measured from their most recent/current work location or their home, whichever is closest to the next designated work assignment location.

In respect of staff who are outside of Dublin and Cork Areas (these being regarded as singleton locations) and who are moved in excess of 20km, a once-off payment will be made, based on the formula applicable in the case of the consolidation of sub-offices.

- 2.4.5. It is a condition of employment, upon and following appointment as a permanent employee, that the Company may also terminate their contract of employment due to redundancy on a compulsory and “last in, first out” basis, (per grade) where a surplus staff situation arises due to restructuring, reorganisation, fall off in demand, or for other legitimate business reasons.
- 2.4.6. The company reserves the right to select and retain staff with the necessary skills required to ensure the survival and ongoing success of the business.

- 2.5. Where a surplus staff situation exists in an office / workplace and where temporary staff with less than 2 years in continuous unbroken employment have been released (i.e. contracts terminated), and where there are no permanent staff with less than 4 years of continuous unbroken employment with the Company (i.e. as defined at clause 2.4 above) remaining in the office / work location, the following will apply and in the following sequence;
- 2.5.1. Opportunities for voluntary transfer and voluntary redeployment to suitable vacancies elsewhere in the Company will be offered to permanent staff. (The terms of the Transfer Scheme will be revised to reflect changes required to ensure it is fit for purpose in a modern employment environment, within a period of six weeks from the date of this document).
- 2.5.2. *Surplus permanent staff will be redeployed to alternative work and/or transferred to alternative work locations within a radius of up to 45km, measured from their most recent/current work location or their home, whichever is closest to the next designated work assignment location. Surplus permanent staff will be redeployed on the basis of the least senior employee will be first to be redeployed, in the absence of volunteers.
- 2.5.3. Should a surplus staffing situation remain after completion of 2.5.1 and 2.5.2, above, Voluntary Severance (VS) will be offered to all permanent staff in the office with over 4 years of continuous employment with the Company, in accordance with terms of the approved VS Scheme available in the Company at the time of their departure from the Company's employment.
- 2.6. Where the Company has exhausted all of the above and there is still a surplus staff situation remaining in an office / work location, the Company will review the permanent staff appointed in accordance with the provisions of clause 2.4 above, and in order to resolve the surplus situation will make the required number of such staff redundant, by terminating their contracts of employment on a "last in, first out" basis, including where they have more than four years continuous unbroken employment with the Company.
- 2.7. The permanent staff whose contracts of employment are terminated in accordance with the circumstances outlined under clause 2.6 will be paid the terms of the approved Voluntary Severance Scheme available in the Company at the time their employment with the Company ceases.
- 2.8. Where the Company maintains a panel from which it sources its future staffing requirements, staff whose employment was terminated in accordance with the terms of this agreement, will be offered the option of placement on this panel for a period not exceeding two years. Placement on the panel will be ranked in order of previous accumulated service (i.e. total hours worked). The reference period for the calculation of accumulated previous service will be from the 1st July 2011 to the date of termination of that employment.

** Existing permanent staff (i.e. permanent prior to the 1st July 2016) are covered in this regard by the terms of the existing agreements.*

- 2.9. An employee whose contract is terminated under this agreement may receive an ex-gratia payment subject to the following qualifying conditions:
 - 2.9.1. More than 12 months but less than 18 months continuous employment
= 2 additional weeks pay
 - 2.9.2. More than 18 months but less than 24 months continuous employment
= 4 additional weeks pay
3. The parties will jointly review the employment circumstances of all current temporary staff in accordance with the aims of the Monitoring Group's determination regarding permanent appointments. The Monitoring Group will determine on any issues arising from this review.
4. A specific clause to include the provisions of this document (especially clause 2.4) shall be included in all future contracts of employment. The Company shall revise its contracts of employment on foot of this document
5. These arrangements are effective from 1st July 2016
6. Any disputes in relation to the interpretation or implementation of this document may be referred to the Monitoring Group for determination. The Monitoring Group determination in respect of such disputes will be final and binding on all parties.

Appendix C

Cessation of Home Garaging of Company Vehicles

1. Background

Home garaging exists in the Collection and Delivery directorate of An Post for various historic reasons and for varying durations. The issue was initially referred to the Labour Relations Commission in 2003 and the Company has sought to regularise Home Garaging since that time. Protracted discussions between the Company and the CWU, over this time have failed to resolve the issue, to the satisfaction of all parties.

2. Labour Court Recommendation

The Labour Court, in its recommendation (LRC21206) of 14th April 2016, addressed the need to identify and realise savings that would, in part, fund a 2.5% pay increase. The cessation of Home Garaging was identified as one area where savings could be identified, quantified and achieved. Specifically, the recommendation states *'In the case of those represented by the CWU, these discussions should be directed at finalising agreement on the Company's proposal to cease the arrangements for Home Garaging of Company Vans'*. The Labour Court recommendation also noted *'that in conciliation agreement was reached in principle on red-circling a number of individuals who currently have this facility'*.

3. Cessation of Home Garaging

- 3.1. Home Garaging of Company vehicles will cease on 30th September 2016.
- 3.2. From Monday 3rd October, Company vehicles (with the exception of those being driven by employees in the category set out at 4) will be parked on the completion of duty, at a location determined by the Company.

4. Red-circling Arrangements

- 4.1. In accordance with the agreement in principle reached at the Labour Relations Commission, red-circling will apply in respect of employees who currently Home Garage and who at the request of the Company had relocated from their place of work to another location.

4.2. The Company has identified those employees who are currently Home Garaging and who will retain this facility on a 'red-circled personal to job holder basis'. This will be communicated to the relevant employees within a period of two weeks.

4.3. If there is a disagreement in respect of the above, the matter shall be resolved in accordance with process set out at 5 in this document.

5. Appeals where Red-Circling has not been applied

5.1. Where disagreement arises locally in relation to the application of the 'red-circling' arrangement, the matter should be referred to the Regional Officers who may raise individual cases with the Head of Transport.

5.2. Where the issue cannot be resolved at that level, the matter may be referred to Company and Union Headquarters

5.3. Any unresolved cases may then be referred to the Monitoring Group for final determination. Any such cases must be referred to the Monitoring Group before Friday 1st September 2016.

Appendix A

