

# Branch Office Staffing Agreement



Post Office Ltd and Communication Workers Union agreement for resourcing and staffing of directly managed Post Office™ branches and the resulting changes to terms and conditions.



## Contents

1. Background .....	3	8. Minimum Standards .....	19
2. Key Principles .....	4	9. Efficiency Measures .....	19
3. Structure of the Agreement .....	5	10. Multi User Till Working .....	19
4. Application .....	6	11. Single Till Working .....	20
5. Flexible Attendance System .....	6	12. Infrastructure .....	20
6. Changes to Terms and Conditions ..	7	13. Implementation .....	21
6.1. Contracted Hours .....	7	14. Review .....	21
6.2. Shorter Working Week .....	7		
6.3. Flowthrough of Changes to Contracted Hours into Hourly Pay Rates .....	8	Annexes	
6.4. Overtime/ Premium Payments .....	8	A Flexible Attendance System .....	24
6.5. Annual Leave .....	9	B Compensation Payment .....	27
6.6. Bank Holiday Credits .....	10	C Retention Beyond Age 60 .....	29
6.7. Retention Beyond 60 Years of Age .....	11	D Duty Revisions .....	30
6.8. Part-Time Staff .....	12	D1 Branch Office Staffing Arrangements.....	33
6.9. Incentive Scheme .....	12	E Service & Efficiency enablers .....	34
7. Branch Office		F Leave Reserve Calculator .....	35
Staffing Arrangements .....	13	G Minimum Standards non-compliance process for use at Branch Offices .....	36
7.1. Duty Structure .....	13	H Data Requirements .....	37
7.2. Branch Office Opening Hours	13		
7.3. Attendances .....	13		
7.4. Start and End of Day Procedures .....	13		
7.5. Meal Breaks – Unpaid .....	14		
7.6. Tea Breaks – Paid .....	15		
7.7. Training .....	15		
7.8. Full and Part Time Staffing Mix .....	16		
7.9. Leave Reserves .....	17		
7.10. Surplus Staff .....	17		
7.11. Casual/Agency Staff .....	18		
7.12. Contractual Issues .....	18		



## 1. Background

- 1.1. The commercial background to the development of this agreement is the rapidly deteriorating trading conditions affecting Post Office Ltd. The financial restructuring of the Horizon programme has added in excess of £100 million per annum to Post Office Ltd's expenditure. The projected Post Office Ltd performance for 2000/01 is a trading loss in excess of £125 million. Additionally, some areas of core business are already in significant decline and the Government has announced the cessation of the payment of pensions and benefits through post offices in the traditional way starting in 2003.
- 1.2. The Government's Performance and Innovation Unit report identified possible areas of new business for Post Office Ltd. These have still to be worked up into commercial propositions. The report also highlighted the £50 million per annum loss currently being made by Branch Offices, and charged Post Office Ltd to address that issue in particular, as well as to drive up the efficiency levels of Branch Offices. Overall, Post Office Ltd is required by Consignia to return to break even by 2005, and this agreement, alongside other initiatives, forms an important part of the action plan to meet the Government's and Consignia's requirements.

## 2. Key Principles

- 2.1. This agreement is underpinned by a set of key principles, which are jointly recognised by both parties:
- Customers should be able to rely on Branch Offices for consistent and excellent service, supported by a culture of excellence in everything that Post Office Ltd does.
  - It is not acceptable for Post Office Ltd to fall short of this standard if it is to be able to make the necessary commercial recovery.
  - The future existence of Post Office Ltd, and hence its ability to offer job security, depends on a step change in service and efficiency levels.
- 2.2. Post Office Network aims to be a good employer offering long-term employment opportunities to full and part-time staff, with fair terms and conditions of employment for all. This agreement will contribute to Post Office Ltd's commercial recovery, and help to promote the long-term viability of Branch Offices and employment. CWU recognises Post Office Ltd's continuing aim to introduce change without the need to resort to compulsory redundancy.
- 2.3. This agreement is aimed at seeking a better way of resourcing Branch Offices, consistent with the flexibility, efficiency and service needs of the Business, and reflecting a joint desire for fair employment practices and equality of opportunity.
- 2.4. This agreement will help foster better Industrial Relations at both local and national level.

### 3. Structure of the Agreement

- 3.1. Many of the issues discussed and agreed between Post Office Ltd and CWU impact on the way in which Branch Offices are resourced, and how structured core duty patterns are derived, agreed and introduced. This in turn is a strong driver of performance in individual outlets. These issues are addressed through the agreed Flexible Attendance System contained in Section 5 along with Annex A and other agreed changes to Branch Office Staffing Arrangements.
- 3.2. Post Office Ltd and CWU recognised that there was a need to agree changes to the terms and conditions of employment of staff in Branch Offices in order to facilitate the successful implementation of the Flexible Attendance System and the Branch Office Staffing Arrangements. Section 6 of this agreement deals with the agreed changes to terms and conditions of employment
- 3.3. The individual elements of the Branch Office Staffing Arrangements are contained in this agreement in Section 7 along with Annex D1. These elements reflect the many issues that need to be taken into account in defining the appropriate staffing mix and duty pattern in a Branch Office, and will be deployed consistently throughout Post Office Ltd.
- 3.4. In concluding this agreement Post Office Ltd and CWU recognised a number of other issues, which needed to be addressed. Sections 8 -12 of this document deal with these.

## 4. Application

- 4.1. This agreement applies to Postal Officers, Postal Assistants,\* Retail Assistants and Customer Service Advisors employed in Branch Offices only, although it is agreed that both parties will open a dialogue about extending appropriate sections of this agreement into other areas of CWU representation.
- 4.2. The CSA grade exists as part of the business grading structure. Post Office Ltd recognises that CWU have collective bargaining and representational rights for the CSA grade. CWU are free to raise claims and issues, including terms and conditions of employment, relating to the new grade in exactly the same way as for long-established grades.

## 5. Flexible Attendance System

- 5.1. A new Flexible Attendance System has been agreed which is detailed fully at Annex A. This system is designed to increase the resource available to meet peaks of demand, whilst also helping outlets to recycle hours more easily from times when less staff are required. As a consequence the drive to increase the number of part-time posts will cease, and Post Office Ltd fully accepts that one significant effect of this agreement will be the reversing of the previous trend, to a position over time where full-time staff constitute a majority of the workforce.
- 5.2. In order to monitor this part of the agreement, Post Office Ltd will provide CWU Headquarters with quarterly reports on the numbers of full and part-time staff in post for all CWU represented grades.
- 5.3. It is agreed that the Flexible Attendance System will be applied consistently throughout the Branch Office network, replacing any existing local arrangements. This system will introduce a new mandatory measure of flexibility into all Branch Offices. It is not envisaged that it will be necessary to vary the hours of all full-time staff from their scheduled core duties on a regular basis.

\* Post Office Ltd and CWU will work towards assimilating the small number of Postal Assistants working in Branch Offices. The aim is to have completed this work by 1 July 2001.

## 6. Changes to Terms and Conditions

### 6.1. Contracted Hours

- 6.1.1. As part of this agreement it is agreed that it will no longer be the practice for all Postal Officers, Postal Assistants, Retail Assistants and Customer Service Advisors working in Branch Offices to be paid for the time spent on meal relief. This has the effect of reducing the number of hours for which a full-time member of staff is paid by five per week, whilst not reducing salary levels. As a result, this has the effect of increasing the hourly rate of pay.
- 6.1.2. Part-time contracts will be reduced by the number of hours currently paid for meal reliefs. Where an existing part-time contract is for more than 36 hours per week (35 hours per week in London) the individual should be offered the opportunity to move to a full-time net hours contract wherever possible.
- 6.1.3. Part-time staff who, on rotation of duties, currently have constant gross hours per week will move to constant net hours per week with their revised contracted net hours being based on the average number of net hours in their current duty rotation, rounded up to the nearest half hour.

### 6.2. Shorter Working Week

- 6.2.1. It is agreed that the length of the working week will be reduced by one hour for all full-time Postal Officers, Postal Assistants, Retail Assistants and Customer Service Advisors working in Branch Offices.
- 6.2.2. The overall effect of these two changes to contracted hours is to bring the full working week to 35 hours inside the London Weighting area, and 36 hours elsewhere. This will be introduced with effect from 1 July 2001 as part of the revisions in each Branch Office necessary to align duties to the terms and conditions that form this agreement.



### 6.3. Flowthrough of Changes to Contracted Hours into Hourly Pay Rates

- 6.3.1. The reduction to the number of hours paid in a working week will automatically flow through into the hourly pay rate for both full-time and part-time staff. This will have the effect of increasing hourly rates by approximately 17% and on the maximum of the scales will have the following effects net of counter allowance:

	Postal Officer		Retail Assistant		CSA Zone 1		CSA Zone 3	
	1.4.01	1.7.01	1.4.01	1.7.01	1.4.01	1.7.01	1.4.01	1.7.01
National	£7.08	£8.26	£6.00	£7.00	£5.02	£5.86	£6.42	£7.49
Inner London	£8.49	£9.95	£7.38	£8.65	£6.37	£7.46	£7.81	£9.15
Outer London	£7.093	£9.29	£6.83	£8.00	£5.81	£6.81	£7.26	£8.50
Hotspots					£5.30	£6.18	£6.70	£7.82

- 6.3.2. No current part-time member of staff will be financially disadvantaged by the introduction of this contractual change, i.e. the gross pay for their new contractual hours will not be less than their current gross pay, consequently there will be no negative impact on reckonable pay for pension purposes.

### 6.4. Overtime/Premium Payments

- 6.4.1. It is agreed that the current arrangement of a premium rate of overtime payable to full-time Postal Officers, Postal Assistants and Retail Assistants in Branch Offices who work in excess of their conditioned hours, and to part timers who work in excess of the conditioned hours of full timers, will be replaced with effect from 1 July 2001 by the following formula:

Monday - Saturday Overtime:

- Up to and including six hours over contracted full-time hours per week will be paid at flat rate.
- Over six hours over contracted full-time hours per week will be paid at 1.33 times hourly rate.

- 6.4.2. For Postal Officers, Postal Assistants and Retail Assistants in Branch Offices, existing Saturday Premium multipliers remain unchanged at 0.5 of the hourly rate.

- 6.4.3. Existing overtime arrangements for Sundays and Bank Holidays remain unchanged.
- 6.4.4. Postal Officers, Postal Assistants, Retail Assistants and Customer Service Advisors in Branch Offices will not be eligible for Night Duty Allowance.
- 6.4.5. As a consequence of the introduction of the above arrangements, Post Office Ltd agrees that the future allocation of extra duty will not be on the basis of grade, pay level or contracted hours. The principle will be to share extra duty opportunities fairly and equally, allowing all staff to enhance earnings. All overtime above contracted hours is voluntary.
- 6.4.6. Post Office Ltd recognise that the introduction of the contractual changes contained within this section of the agreement will have an adverse impact on the premium rate overtime and Night Duty Allowance earnings that some staff have grown used to receiving. Post Office Ltd and CWU have agreed a formula for the calculation of a one-off compensation payment to staff, based upon previous earnings levels. Details of this formula are contained in Annex B. The compensation payments will be made once the new duties for a Branch Office have been constructed and implemented.

## **6.5. Annual Leave**

- 6.5.1. It is agreed that the leave year should be consistently defined and operated as being April to March. The mechanisms for the selection of annual leave will now be standardised, and offices may deploy either of two possible means for selecting annual leave. Offices are free to decide by a majority decision which option is used. The two options are:
  - length of post office service;
  - a rotational basis, which treats all staff fairly.
- 6.5.2. Staff are entitled to take up to three weeks of their annual entitlement in the period May to September, of which two weeks must be linked. In recognition of the fact that many tour operators run package holidays mid-week to mid-week, leave arrangements which match this pattern will be facilitated when this can be planned for.
- 6.5.3. It is agreed that the only blocking off of annual leave will be during the Christmas period when the four complete weeks prior to the week containing Christmas day will be blocked off for annual leave purposes. When Christmas Day falls on a weekend Post Office Ltd may, in the light of forecast customer arrivals, also block off the week following Christmas Day, having first consulted CWU Headquarters. There may be other occasions when there is a need to reduce the numbers on annual leave.

## 6.6. Bank Holiday Credits

- 6.6.1. All employees (full and part-time) due to work on a bank holiday will take the day off and regardless of the number of hours they were scheduled to work, they will not be required to make up any shortfall nor claim any balance of hours, e.g.

Scheduled duty	
Monday	8.00 (bank holiday)
Tuesday	Day Off
Wednesday	9.00
Thursday	8.00
Friday	4.00
Saturday	7.00
Scheduled hours	36.00

- 6.6.2. If the bank holiday had been calculated as a fifth of contractual hours (i.e. 7 hrs or 7 hrs 12 mins) as has happened in the past, then the employee would have had to make up the shortfall over the week. However, under the new arrangements, the shortfall is disregarded, and the employee is only required to work the remaining scheduled hours – 28 hours in the example above. That is, everyone follows their normal scheduled duty of the whole week with the bank holiday being another day off.
- 6.6.3. If a scheduled duty has a shorter attendance on a bank holiday than fifth of contractual hours then the opposite applies – in other words the employee does not claim back the difference between the scheduled attendance and a standard day (fifth contractual hours) and is effectively losing under these circumstances. However, in most cases the majority of staff are seen as benefiting from the arrangements and over the course of a year, the probability will be that most will gain rather than lose.
- 6.6.4. Full-time employees whose scheduled day off coincides with a bank holiday have the choice of two options:
1. A day in lieu that can either be added to the annual leave card or moved to another convenient time (such as the following week) if operationally possible.
- Or
2. Overtime can be claimed at normal rate – this will be  $\frac{1}{5}$ th of the weekly contractual hours.
- 6.6.5. Part-time staff who have more than one day off each week should be treated equally to full-time staff and are entitled to  $\frac{1}{5}$ th of weekly contracted hours in lieu or overtime as detailed above.
- 6.6.6. Days off should not be changed deliberately to avoid paying overtime or days in lieu.

- 6.6.7. For employees who are on annual leave over a bank holiday the following arrangements apply:

If the employee is on annual leave for the whole week then only four days should be shown on their annual leave card, with the other day being the bank holiday absence. In the case of part-time staff, then only four-fifths of their contractual hours should be shown on their card.

## **6.7. Retention Beyond 60 Years of Age**

- 6.7.1. Post Office Ltd recognise the CWU desire to offer those staff who reach the current retirement age of 60 the opportunity to work up to, but not including, their 65th birthday.
- 6.7.2. Post Office Ltd agree that under the following agreed set of circumstances, an individual may be retained beyond their 60th birthday. This agreement will be effective from 1 July 2001.
- 6.7.3. This agreement outlines the principles for consideration of retention of employees beyond the normal retirement age of 60.
- 6.7.4. The agreement covers all CWU represented employees within Post Office Ltd.
- 6.7.5. The decision to retain an individual in employment will be at Post Office Ltd's discretion and will take account of the following:
- There is no right to retention – individuals can express the wish to be considered.
  - An employee must be assessed as capable and efficient by Personnel and the line manager based on their performance, conduct and sick absence record.
  - It must be compatible with overall manpower and career planning requirements within Post Office Ltd and other Consignia businesses. Employees will not normally be retained if there is locally a surplus of staff.
- 6.7.6. Where retention is agreed, the employee may choose whether or not to take their pension (where they are a member of a Post Office Pension scheme). Where an individual chooses not to take their pension, they can continue to make payments into the pension.
- 6.7.7. Where retention is not agreed, the employee has the right to appeal.
- 6.7.8. For a retained employee the performance of the individual will be monitored at six-monthly intervals. If at any time an employee's performance shows cause for concern, they will be given three months notice for improvement, and failure to improve will result in the retention being withdrawn by giving the appropriate period of notice. In these circumstances the employee has the right to appeal.
- 6.7.9. The process for retention is shown diagrammatically at Annex C.

## 6.8. Part-Time Staff

- 6.8.1. Both Post Office Ltd and CWU remain committed to the use of part-time staff, as one means of addressing the fluctuations of demand at Branch Office counters. Current practice is that part-time staff are conditioned to a range of weekly hours, varying from one half-day attendance up to almost full-time. These two extremes are each undesirable for a range of reasons, and it is therefore agreed that in future new part timers recruited to work on the counter after 1 July 2001 will be conditioned to between 16 and 28 hours net per week.
- 6.8.2. Post Office Ltd recognise the merit of CWU's desire to see realignment of part-time staffs' terms and conditions. With effect from 1 July 2001:
- All salary earned for hours worked up to full-time contracted hours will be pensionable.
  - Sick pay will be based pro rata on the number of hours worked in the financial year preceding the year in which sick pay is due\*.
  - Maternity pay will be based pro rata on the number of hours worked in the financial year preceding the year in which maternity pay is due\*.
  - Pay whilst on annual leave will be based pro rata on the number of hours worked in the financial year preceding the year in which annual leave is due.\*
  - Bonus payments will be based pro rata on the number of hours worked in the period for which bonus was earned.

## 6.9. Incentive Scheme

- 6.9.1. All staff working in Branch Offices are eligible for payment through separately negotiated Incentive Schemes.

\* Where an individual has worked for less than 12 months in the preceding financial year the calculation will be based on contracted hours. Normal sick pay limits apply (Staff Contract Manual refers).



## 7. Branch Office Staffing Arrangements

### 7.1. Duty Structure

- 7.1.1. The agreed process used for putting together new duty proposals, presenting them to the CWU and obtaining agreement following initial implementation of this agreement, is contained in Annex D. This agreement is established against the background of a joint desire to introduce a consistent procedure that minimises the areas of potential disagreement.
- 7.1.2. This replaces the 'Revised Counter and Writing Staffing Arrangements' agreement from June 1986, which is now superseded, although the provisions in that agreement defining management standards in Branch Offices remain in force until such time as alternative arrangements are agreed and implemented.
- 7.1.3. The service and efficiency enablers which apply to Branch Offices are included at Annex E. CWU will be consulted about any new enablers that might emerge in the future with the aim of reaching agreement at national level wherever possible.

### 7.2. Branch Office Opening Hours

- 7.2.1. CWU recognise that where necessary the Branch Office opening hours can be altered to reflect the local trading requirements where it is advantageous to Post Office Ltd to do so. Post Office Ltd agree that where Branch Office opening hours are to be subject to change, the CWU will be consulted at HOA to RCR level.

### 7.3. Attendances

- 7.3.1. The minimum daily attendance is agreed as three and a half hours on weekdays, three hours on a Saturday with lunchtime closing, and three and a half hours on a Saturday with full day opening. These attendances will include a scheduled tea break of fifteen minutes.

### 7.4. Start and End of Day Procedures

- 7.4.1. It is agreed that it is desirable to have consistent time allowances across all BOs for opening up and putting away of tills. The following standard times are therefore agreed for incorporation into all future duty revisions, without exception on non-balancing days:
  - ten minutes for getting a till out and preparing to serve customers;
  - five minutes for preparing to start serving if the till is already out;
  - five minutes for putting a till away at the end of duty, this will be time allowed for totalling NSB volumes, logging off terminals and putting tills away, recognising that these tasks can be performed concurrently.

- 7.4.2. Security time also needs to be taken into account in duty revisions, although the variation in local requirements and practices makes it impossible to agree on any standard times for this activity. The existing BOSS agreement remains in place; this defines the method of calculating the agreed security time and in most cases it is envisaged that the necessary time need not exceed five minutes.
- 7.4.3. For balancing days Post Office Ltd and CWU agree that 50 minutes be allowed for end-of-day procedures and the balance. Post Office Ltd and CWU agree that this will be jointly reviewed with the introduction of ERA.

## **7.5. Meal Breaks – Unpaid**

- 7.5.1. For a full-day attendance an unpaid meal break will be scheduled, and its duration will be no less than 30 minutes and no more than one hour.
- 7.5.2. For a full-day attendance Post Office Ltd will aim wherever possible to schedule the main meal break during the period 11.30 -14.30. CWU recognise that flexibility will need to be retained so as to help meet any operational difficulties which might arise.
- 7.5.3. A full-day attendance will be regarded as a minimum fifth of full-time contracted hours.
- 7.5.4. Where an attendance is for less than a full day, but greater than five hours, it must include a 30 minute meal break; the time spent on this break is unpaid. The only exception to this being young workers (under 18 years of age) who are entitled to a 30 minute unpaid break after four and a half hours work.
- 7.5.5. CWU recognise Post Office Ltd's requirement to maintain excellent service levels over busy lunchtime periods through the matching of staffing levels to customer arrival patterns. Therefore, it may be desirable to minimise the number of staff away from the counter because of meal breaks at busy periods; this can be achieved through the scheduling of shorter 30 minute meal breaks.
- 7.5.6. During unplanned pressure periods, staff with a scheduled meal break of greater than 30 minutes may be asked to volunteer to take a shorter meal break and be given the choice of banking the additional hours or claiming overtime (at single rate). In these circumstances the minimum meal break must be no less than 30 minutes.
- 7.5.7. The introduction of shorter meal breaks may create the possibility of constructing scheduled core duties for full-time staff which include some four day working weeks within a four week reference period, with the total hours scheduled in the reference period being equal to four times the contracted weekly hours.

## 7.6. Tea Breaks – Paid

- 7.6.1. Post Office Ltd accept the clear principle that staff should be entitled to have paid tea breaks away from the counter. This agreement specifies the number of 15 minute breaks that should be scheduled into a particular attendance, so as to ensure that staff are not required to work at the counter for an unreasonable period without a break. These are:

Total scheduled working hours	Number of paid tea breaks
Up to 5 hrs	1
Over 5 hrs	2

Where an individuals duty extends beyond 18.30 and the total hours worked is greater than seven, they will be entitled to an additional 15 minute paid tea break.

- 7.6.2. In the light of the basic principle of this agreement that 'Customers should be able to rely on Branch Offices for consistent and excellent service, supported by a culture of excellence in everything that Post Office Ltd does', it is understood that during periods of unexpected customer pressure tea breaks may be brought forward or delayed.
- 7.6.3. Core duties should not contain a period of greater then two and a half hours unbroken time at the counter either side of a meal break.

## 7.7. Training

- 7.7.1. Post Office Ltd recognise that the current approach to counter skills training presents difficulties for part-time staff. Currently Post Office Ltd is trialling a revised approach to the training of part-time staff. Once this has been evaluated CWU will be consulted about its introduction nationally.
- 7.7.2. Post Office Ltd recognise that the content and deployment of half-hour training sessions requires improvement. Post Office Ltd and CWU agree that the half-hour training sessions must provide branch managers with a formal means to communicate face to face with their staff about the following:
- new counter procedures and major product changes and launches;
  - local performance, including sales and service performance;
  - corrective actions required to improve performance;
  - key business issues.

- 7.7.3. Publications used to support half-hour training will include Leaders Brief (referring particularly to Focus and Sales and Marketing Workaid, as well as Courier and other internal publications), National Training Briefs and Workaids; Local Training Briefs. Post Office Ltd will ensure that all staff have access to the sessions through all duties (both full and part-time) including half an hour per week for this purpose. It is the branch managers responsibility to ensure all staff attend these sessions unless exceptional operational difficulties arise.
- 7.7.4. Where Post Office Ltd identify that a new product launch or an existing product or procedural change will require more than the time available in the half hour session, arrangements will be made to accommodate this. Post Office Ltd will consult CWU at a national level when this situation arises.

## **7.8. Full and Part Time Staffing Mix**

- 7.8.1. CWU and Post Office Ltd agree that part-time working is in many respects a stepping stone to full-time employment, whilst recognising that a mix of full and part-time staff remains the most effective means of addressing the issue of delivering excellent service to customers. The overall effect of the various provisions in this agreement will be to create opportunities to spread flexibility much more evenly across the whole workforce in Branch Offices. As a consequence the drive to increase the number of part-time posts will cease, and Post Office Ltd fully accepts that one significant effect of this agreement will be the reversing of the previous trend, to a position over time where full-time staff constitute a majority of the workforce.
- 7.8.2. Where a future opportunity arises to increase the full-time workforce in a Branch Office and the creation of a full-time post would not compromise service, then Post Office Ltd undertake to remove all previous constraints on the creation of such posts and the recruitment of full-time staff. As the first option in resourcing to a full-time post Post Office Ltd agree that the post will be offered to existing part-timers in the Branch Office in which the vacancy has arisen, subject to there being no outstanding underperformance issues from the most recent appraisal. Where a choice has to be made between individuals, and the decision cannot be made based on performance, then the post will be offered to the most senior. If the post cannot be filled from within the office, part-time staff in surrounding Branch Offices will be offered the post, subject to there being no outstanding underperformance issues from the most recent appraisal. If none are willing, then the vacancy will be resourced by the normal means.
- 7.8.3. As a one-off exercise, Post Office Ltd agree to identify part-time staff who would wish to go full-time as and when the opportunity arises. Those individuals, subject to there being no outstanding underperformance issues from the last appraisal, will be the first option when it comes to filling future full-time vacancies. Additionally, opportunities will be sought for existing part timers to increase their contracted hours, where such a move is consistent with the service and efficiency needs of the office in question.



7.8.4. Whenever a part-time post becomes vacant, Post Office Ltd will investigate the possibility of increasing the contractual hours up to and including Full Time contractual hours, of one or more existing Part Time staff to cover the post, before recruiting into it.

7.8.5. Any complaint about the local application of these agreed criteria can be raised through the existing Grievance Procedures.

## **7.9. Leave Reserves**

7.9.1. A new approach to the provision of reserves has been agreed, which is based on the following principle:

- To calculate the total number of annual leave reserves required, whether they be full or part-time, the ratio will be 1:7 of total staff, (including the branch manager(s)), with break points at 11, 18 and 25, which will bring in 2, 3, or 4 reserves respectively.

A calculator for the precise provision for individual office reserves is at Annex F.

7.9.2. The above assumes that the reserve(s) is attached to only one Branch Office, although it has also been agreed that reserves can be pooled where geographically sensible. In such cases the provision of reserves should be calculated on the basis of a 1:6 ratio, which would be intended to cover for both unforeseen and foreseen absence. However, it is not the intention to introduce such an arrangement where the Business would incur significant travelling costs.

## **7.10. Surplus Staff**

7.10.1. Occasionally it may be necessary to move staff permanently from one office to another. One possible example is that one office could have supernumerary hours, whereas a nearby office has a vacancy. If this, or any other reason applies, then it can sometimes be difficult to decide which member of staff should be the one to move. The following procedure has been agreed in order to introduce fairness and consistency into the decision making process.

### **Step 1**

The branch manager to talk to affected staff, outline the reasons for the move, and seek to develop a solution acceptable to all.

### **Step 2**

Seek a volunteer – if there is more than one volunteer then the choice should be made on cost grounds.

### **Step 3**

If there is no volunteer, then the branch manager will need to consult the RNM who will make the decision based on the best mix of personal and cost factors, seeking input from the Territory Personnel Advisor as necessary. The cheapest option does not necessarily have to be chosen where the difference in cost is minimal and there are more compelling personal factors to be taken into account.



**Step 4**

An individual who does not agree with the decision to be compulsorily transferred will be entitled to a formal appeal, with CWU RCR representation, to the next line manager who must be of a higher grade than the manager making the original decision. The manager hearing the appeal will consider the reasons for compulsory transfer, which must be clear, take account of personal circumstances and consider viable alternative options presented by the individual making the appeal.

- 7.10.2. When a member of staff is moved compulsorily they will receive the payment of excess fares and retain their terms and conditions on a mark-time basis. Because of this, there is a cost element to the decision, although equally it is important that the individual requirements of affected staff are established and considered.

**7.11. Casual/Agency Staff**

- 7.11.1. The employment of casual/agency staff has been agreed between Post Office Ltd and CWU and the criteria for their utilisation follow.
- 7.11.2. Post Office Ltd agrees the principle of a directly employed workforce in its Branch Offices as its primary resourcing method. Resourcing requirements should be foreseen and planned for. Any short to medium-term resourcing requirements should be met through the use of temporary contract staff. Post Office Ltd will not use casual/agency staff as an alternative to the recruitment of directly employed staff.
- 7.11.3. The primary objective is to deliver excellent customer service through the resourcing of Branch Offices with directly employed staff, including the use of reserves. The introduction of the Flexible Attendance System alongside revised rates of pay for overtime enables Post Office Ltd to agree that casual/agency staff will only be used once all other methods of staffing have been exhausted.
- 7.11.4. The use of casual/agency staff will be an option if an emergency or pressure situation cannot be resourced by regular staffing methods. These include part-time staff being offered the opportunity to work up to and including full-time hours and the utilisation of overtime for all directly employed staff.

**7.12. Contractual Issues**

- 7.12.1. Post Office Ltd and CWU recognise that as a result of this agreement there is a need to reduce the number of 'atypical' contracts of employment that are used in Post Office Ltd and are jointly committed to the introduction of a reduced number of contracts. Post Office Ltd and CWU aim to complete this review by 1 July 2001.
- 7.12.2. As an interim measure, pending the outcome of 7.12.1 above, Post Office Ltd agrees to cease the use of all Flexible Monthly Contracts from 1 July 2001, excepting those for Leave Reserves.

## 8. Minimum Standards

- 8.1. The new minimum standards leaflet, which details the personal standards expected of staff, was reviewed and reissued in December 2000. Post Office Ltd recognises that some staff will find compliance with particular standards more difficult than others, but is committed to a training/counselling environment to assist staff in meeting the required standards. In view of this it is expected that the use of the 'Minimum Standards non-compliance process' at Annex G, which can lead to the conduct code being invoked, will be an absolute last resort.

## 9. Efficiency Measures

- 9.1. Work previously carried out by Post Office Ltd in measuring the relative efficiencies of Branch Offices, including assessing the viability of measuring counter, back office and Post Shop efficiency separately, suggests there are significant differences in performance. By adopting consistent measurement systems it is possible to ensure that improvement opportunities are targeted in those areas that would produce the greatest efficiency benefits. Post Office Ltd will continue development work and agree to involve CWU throughout, and when a sufficiently robust measurement scheme has been developed, Post Office Ltd will consult with CWU with a view to reaching agreement on its implementation.

## 10. Multi User Till Working

- 10.1. Post Office Ltd and CWU agree that MUTE should be both fully and consistently introduced. A trial of the loss procedures associated with MUTE has indicated that it is no longer necessary to require counter staff to sign the P240 in respect of certain defined losses, and this existing requirement is therefore dropped. A review has been carried out of the losses and gains procedures associated with Multi User Till operating, and new procedures have been agreed and will be published as a separate document.

## 11. Single Till Working

11.1. A number of the limits at which point various actions are triggered have been reviewed. These include:

- The limit below which a clerk can show a clear balance is increased from £2 to £5. However, there is no requirement for a clerk or clerks to physically make such a loss good, but in those circumstances the loss should be declared.
- The threshold at which three losses within three months triggers disciplinary action is increased from £20 to £30.
- The threshold at which a loss is automatically referred to Security and Investigation is increased from £200 to £250.

## 12. Infrastructure

12.1. Post Office Ltd agrees to consult on a more regular basis with the CWU in future on infrastructure issues, and in particular has proposed the following improvements in information sharing:

- Notification of any new trials of equipment in the concept store in Barking.
- The sharing of any results of trials or research into format which may have a bearing on the future operation or design of Branch Offices.
- Invitation to a CWU representative to be added to the membership of the Branch Office standards group, which maintains the standards within the BO Cost model.

## 13. Implementation

- 13.1. All of the changes included in this agreement will be implemented with effect from 1 July 2001, recognising that this will require full duty revisions in every Branch Office.
- 13.2. For the introduction of the Flexible Attendance System the scheduled core duties for a Branch Office will be prepared at Territorial level by Branch Managers who will have been fully trained in relation to the new arrangements. These duty revisions will be forwarded to Territory Deployment Teams comprising Post Office Ltd Managers and selected CWU Representatives for agreement. These Team Members will also have been appropriately trained. In the event of no agreement at this level, the Duty Revision will be referred to a nominated HOA for the Territory, and CWU nominated RCR, for agreement at that level.
- 13.3. Post Office Ltd and CWU will jointly produce a communication plan which ensures that all staff are fully informed of the planned changes and have an opportunity to raise and get answers to questions that arise. CWU and Post Office Ltd will keep each other fully informed on the content and timing of all planned communication on relation to this agreement.
- 13.4. Any disagreements arising during the implementation of this agreement will be addressed at HOA/RCR. In the exceptional situation where the disagreement about implementation cannot be resolved at HOA/RCR level, it may be escalated to the signatories of this agreement.
- 13.5. Once this agreement has been implemented, i.e. after 1 July 2001, any disagreement should be resolved through the existing procedural framework.

## 14. Review

- 14.1. This agreement will be subject to formal joint review after one year from the date of implementation and, according to operational experience, renegotiated where necessary.
- 14.2. The information listed in Annex H was provided as background to the development of this agreement and the same data will form an input to its joint review in one years' time.





## Annexes

A	Flexible Attendance System .....	24
B	Compensation Payment .....	27
C	Retention Beyond Age 60 .....	29
D	Duty Revisions .....	30
D1	Branch Office Staffing Arrangements .....	33
E	Service & Efficiency enablers .....	34
F	Leave Reserve Calculator .....	35
G	Minimum Standards non-compliance process for use at Branch Offices .....	36
H	Data Requirements .....	37

## Flexible Attendance System

### ANNEX A

#### Background

1. The Flexible Attendance System has been designed to increase the flexibility of Branch Office staffing, by creating a better system for the establishment of scheduled core duties that can be adjusted according to the predicted customer traffic flow. This is introduced together with a mechanism for the banking of hours.
2. The banking of hours system creates opportunities for staff to bank additional hours voluntarily worked and take them at quieter periods, for example mid-month or through the option of annual leave allocation process.

#### Key Principles

3. The main aim of flexible working is to align staffing to traffic flow to ensure customer service is the top priority. It allows staff to work in a more consistent environment, whereby their workload is spread throughout the month by using extra staff at peak times and reducing staffing during quiet times.
4. The flexible attendance system, whilst continuing to operate on the basis of structured core duties, can be used to balance staffing levels to customer traffic and thus generate additional opportunities for staff to take time off when it is suitable to the individual.
5. The system requires managing effectively with all hours worked being credited. All staff will be treated equally regardless of their grade or contractual status. Staff will need to understand the key principles of flexible working and the impact this will have on the scheduled core duties.
6. There are significant advantages for individuals working within this system, as they have the enhanced ability to take time off when they want, rather than by the traditional method dictated through scheduled duties. However, this has to be against the background of a culture of being prepared to 'give and take' in order to be fully successful.
7. All full-time staff are liable to have their rest day varied within prescribed limits. During busy weeks, scheduled days off may be exchanged for a compensating rest day to be taken by the individual within agreed criteria.
8. It is the responsibility of the branch manager to give six weeks notice of the need to attend on a scheduled rest day. It is the obligation of the individual to work this attendance. There should be a clear understanding by all staff that the scheduled duties are an agreed core, and are therefore subject to flexibility provided all individuals are given the appropriate period of notice.
9. It is not envisaged that it will be necessary to vary the hours of all full-time staff from their scheduled core duties on a regular basis. However, the precise pattern will inevitably vary between offices depending on their size, staffing mix, and customer arrival patterns.
10. Part-time staff may also participate in the Flexible Attendance System.

### **How the System Works – Scheduled Core Duties**

11. Scheduled core duties are prepared in the agreed way with a maximum of five scheduled attendances in any one week.
12. The duties are an agreed core to the staffing requirement of the office. They do not take into consideration weekly fluctuations in traffic, i.e. Month end. The flexible attendance system allows these core duties to be adjusted according to traffic flow, while still maintaining continuity.
13. Under this scheme, full-time staff will have a liability to be scheduled to work the equivalent of one full day over and above their weekly conditioned hours. In these circumstances it is important that duties are organised in time to give notice to staff. Therefore, at least six weeks notice will be given of the hours of the additional day and hours of attendance that an individual is required to work in a particular week.
14. If a member of staff would prefer a certain day as their compensating day off in a particular week, then they will be required to give the branch manager at least six weeks notice of that, so that duties can be formulated to accommodate it.
15. A compensating day off for working a rest day must be taken within four months and can be linked to a scheduled rest day. Where a compensating day is gained through working a Saturday, it may be taken on a Saturday if the individual opts to do so. Staff wishing to reclaim surplus hours worked will be permitted to do so on a like-for-like basis.

### **How The System Works – Banking of Hours**

16. Despite having scheduled core duties in place, it is still necessary to retain the ability to accommodate unforeseen circumstances. This will be achieved through the operation of the banking of hours system, with individuals performing additional hours over and above their contracted hours on a voluntary basis, and being compensated through time off or the payment of overtime, the choice being made by the individual.
17. One effect of the flexible attendance system will be to reduce significantly the reliance on month end pressure overtime, by the diversion of hours from mid-month. However, if a member of staff volunteers to work a six day attendance at the branch manager's request in order to cover an unplanned or unexpected staffing requirement, then overtime can be paid rather than the banking of hours, unless the member of staff wishes to bank hours.
18. Members of staff may prefer to build up a surplus of hours to take additional time off for holidays, etc. The additional hours will be taken as if they were Annual Leave and are therefore subject to the selection process. As these days/weeks are over and above the basic entitlement, they should only be taken once all the actual Annual Leave entitlements have been selected, to ensure fairness.

19. It is important that the hours are maintained within sensible limits. At the point at which surplus hours would otherwise exceed a total of 24, a member of staff may opt to convert some or all of those hours into additional full days (7 hrs/7 hrs 12 minutes) off to be added to their annual leave cards to be taken at the next annual leave signing. Those extra day(s) can then be taken in accordance with the normal processes for authorising leave in that office. No more than 12 additional days leave may be created by this means in any one year.
20. A surplus of + or - 24 hours must not be exceeded, unless it is for an exceptional reason and a short period in agreement between the branch manager and member of staff. With sensible scheduling and planning, a significant surplus or deficit of hours should not build up. If this does occur on an ongoing basis, it would indicate a need to review the core duties.

### **Recording of Hours**

21. A time-sheet will be provided for each member of staff and updated on a weekly basis. It is essential that the time-sheets are used in conjunction with conventional recording of duty methods. A diary or duty book should be kept to note daily changes in attendance, and referred to when preparing the time-sheets. It is important to keep accurate records of attendance, and they must be available to staff at all times.

### **Review**

22. The operation of a system of this type across the whole Branch Office network is a radical departure from previous practice, and both sides agree that it will need to be jointly monitored and reviewed if significant problems with its operation are experienced.
23. It is agreed that Post Office Ltd and CWU will formally review the Flexible Attendance System one year after its introduction.

## Compensation Payment

### ANNEX B

#### 1. Principles

- 1.1. Post Office Ltd recognise that the introduction of the contractual changes contained within this agreement will have an adverse impact on the overtime earnings that some full-time staff have grown used to receiving. Post Office Ltd and CWU have agreed a formula for the calculation of a one-off compensation payment to full-time staff based upon previous earnings levels.
- 1.2. Staff will be paid a one-off lump sum once new duties in line with the Flexible Attendance System have been implemented. The new duties should come into effect from 1 July 2001. If for any reason this is delayed in a Branch Office the compensation for staff in that Branch Office will not be paid until after the new duties are implemented.
- 1.3. Staff will be compensated at a rate of 2.5 times the amount they earned from overtime worked Monday to Saturday and 'nights' under existing contractual arrangements less what they would have earned if the new arrangements had been in place during the reference period of 1 July 2000 to 30 June 2001. The payment calculated using this formula will be increased by the agreed 2001 pay award, i.e:
  - $((\text{What was earned}) - (\text{What would have been earned})) \times 2.5$

#### 2. Full-time staff

- 2.1. Under current contractual arrangements full-time staff are paid a premium over and above the standard hourly rate of pay as follows:
    - Overtime hours worked above contracted hours Mon - Fri paid at 1.33 x hourly rate.
    - Overtime hours worked above contracted hours Saturday paid at 1.5 x hourly rate.
    - Night Duty Allowance paid at 1.33 x hourly rate.
- From 1 July 2001
- Up to and including six hours over contracted hours per week will be paid at flat rate.
  - Over six hours over contracted hours per week will be paid at 1.33 x basic hourly rate.

2.1.1. Compensation payment will be:

- $((MF - ((MF/1.33) * 1.17)) + (S - ((S/1.5) * 1.17)) + (NDA - ((NDA/1.33) * 1.17))) * 2.5) * 2001$  pay award.

where:

- MF is the amount of Monday to Friday overtime earnings during the period 1 July 2000 to 30 June 2001.
- S is the amount of Saturday overtime earnings during the period 1 July 2000 to 30 June 2001.
- NDA is the amount of Night Duty Allowance earnings during the period 1 July 2000 to 30 June 2001.

### 3. Part time staff

3.1. Under current contractual arrangements part-time staff are paid a premium over and above the standard hourly rate of pay as follows:

- Overtime hours worked above normally contracted full-time hours Mon - Fri are paid at 1.33 x hourly rate.
- Overtime hours worked above normally contracted full-time on a Saturday are paid at 1.5 x hourly rate.
- Night Duty Allowance paid at 1.33 x hourly rate.

From 1 July 2001

- Up to and including six hours over normally contracted full-time hours per week will be paid at flat rate.
- Over six hours over normally contracted full-time hours per week will be paid at 1.33 x basic hourly rate.

3.2. Compensation payment will be:

- $((MF - ((MF/1.33) * 1.17)) + (S - ((S/1.5) * 1.17)) + (NDA - ((NDA/1.33) * 1.17))) * 2.5) * \text{pay award.}$

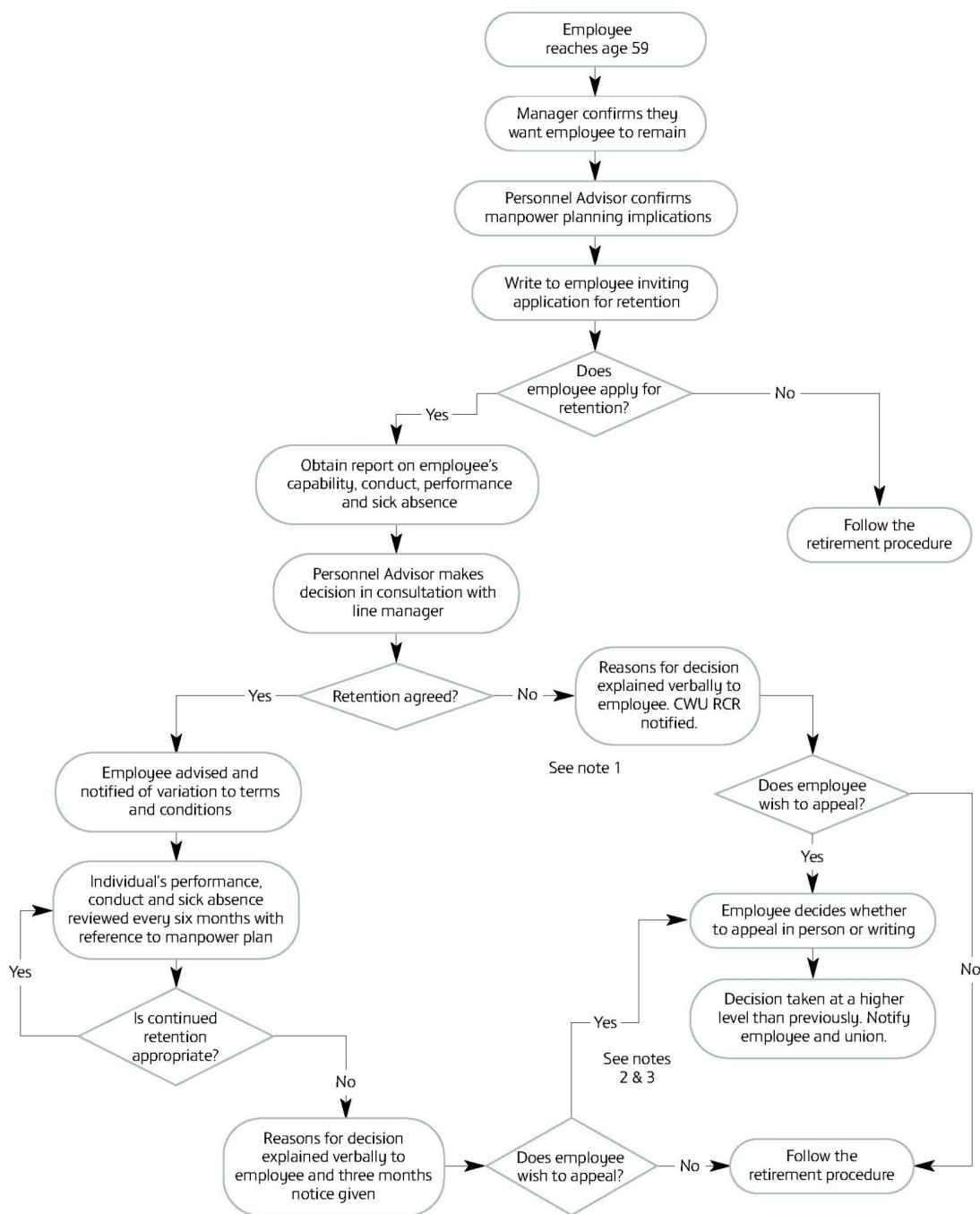
where:

- MF is the amount of Monday to Friday overtime earnings at premium rates during the period 1 July 2000 to 30 June 2001.
- S is the amount of Saturday overtime earnings at premium rates during the period 1 July 2000 to 30 June 2001.
- NDA is the amount of Night Duty Allowance earnings during the period 1 July 2000 to 30 June 2001.



## Retention Beyond Age 60

## ANNEX C



### Notes:

1. Where it is considered that an application for retention over 60 cannot be granted the appropriate CWU RCR will be informed.
2. Employees may be accompanied at appeal interview by a CWU RCR or colleague.
3. Employees must register their intention to appeal within 5 working days of receiving the decision and the appeal must be resolved within another 15 working days.

## Duty Revisions

### ANNEX D

#### 1. Principles

- 1.1. All duty revision consultation will take place within the principles and procedures laid down in the Industrial Relations Framework Agreement, the Procedural Agreement Framework, and the Staffing Agreement.
- 1.2. At all times both parties must be driven by the objective of seeking to reach an agreement which best serves the interests of the business and its employees.
- 1.3. It is in the interests of good business that both parties are kept up to date and well informed, and this will require a sharing and exchanging of all information relevant to any duty revisions.
- 1.4. Formal proposals put forward by either party must be given serious consideration by the other. They should never be rejected out of hand, but in all cases where they are not acceptable a formal reasoned response must be given.
- 1.5. There will be full and comprehensive discussions with a commitment to staff offices to provide excellent customer service, with no preconditions or preconceptions by either party without this agreement.
- 1.6. There must be a determination to reach agreement in local discussions. Disagreements will not be registered until all avenues of resolution at local level have been fully and genuinely explored.
- 1.7. The manager involved in local discussions must be fully empowered to negotiate, be free to make decisions, and where necessary agree changes to proposals with the overriding objective of reaching agreement wherever possible.
- 1.8. Duty revisions should not be introduced by executive action until the procedures outlined in the Procedural Agreement Framework have been exhausted.
- 1.9. Duties will be drawn up so that staff of all grades have an equal opportunity to work on Saturdays.
- 1.10. As a consequence of the changes introduced by this agreement, duty revisions will only be necessary where:
  - new business is acquired;
  - existing business is lost;
  - there are regular 'quality of service' failures necessitating the realignment of staffing to customer traffic;
  - there is a change to opening hours.
- 1.11. In addition to meeting the terms of the new Staffing Agreement, duties will not be drawn up on the basis of Branch Managers working on the counter or performing back office work that is appropriate to Postal Officers, Retail Assistants or CSAs.

## 2. Information to be Provided

2.1. It is agreed that the data listed below will be submitted for duty revisions:

- Mystery Shopper data.
- Service and efficiency team report/audit.
- Mid and month end Horizon MIS desktop reports (clerks graph).
- WTMS 20 week print out (where available).
- Horizon MIS counter serving hours used and required.
- Comprehensive existing duties (line charts, rotations, etc.).
- Contractual status of all employees (including contracted hours).
- Any identified increase/decrease or major change on workload, i.e. Giro business customers.
- Current/new opening hours of the office.
- Balance of staff (for 13 week period).
- Hours spent on the counter by the branch manager in the previous three months.
- Customer Advisor usage including number of hours.
- Details of hours banked and rest days changed under the Flexible Attendance System in the previous 3 months.
- Analysis of overtime worked by individuals for the same period.
- Proposed duties (fully completed line charts).

2.2. This information will be provided along with a short covering note explaining the reasons why the changes are necessary and giving reasoned arguments to support the proposed duties.

2.3. Duties will be constructed fully taking into account the components contained in the model at Annex D1.

## 3. Service and Efficiency Team Audit Visits to Branch Offices

3.1. When the Service and Efficiency Team visit a Branch Office to conduct an audit as a preliminary to the drawing up of new duty proposals, then the appropriate CWU representative, in the spirit of ensuring access to all relevant information, will be given advance notice of the visit, and will be afforded the opportunity to attend the office at that time.

**4. Consultation with Staff**

- 4.1. In order to gain support for any changes in duty arrangements and to enable them to get a better understanding of the workings of the office, it is agreed that an essential part of consultation with the CWU involves allowing time and access for the CWU representative to visit the Branch Office and seek the views of the staff on any duty proposals.

**5. Timescales**

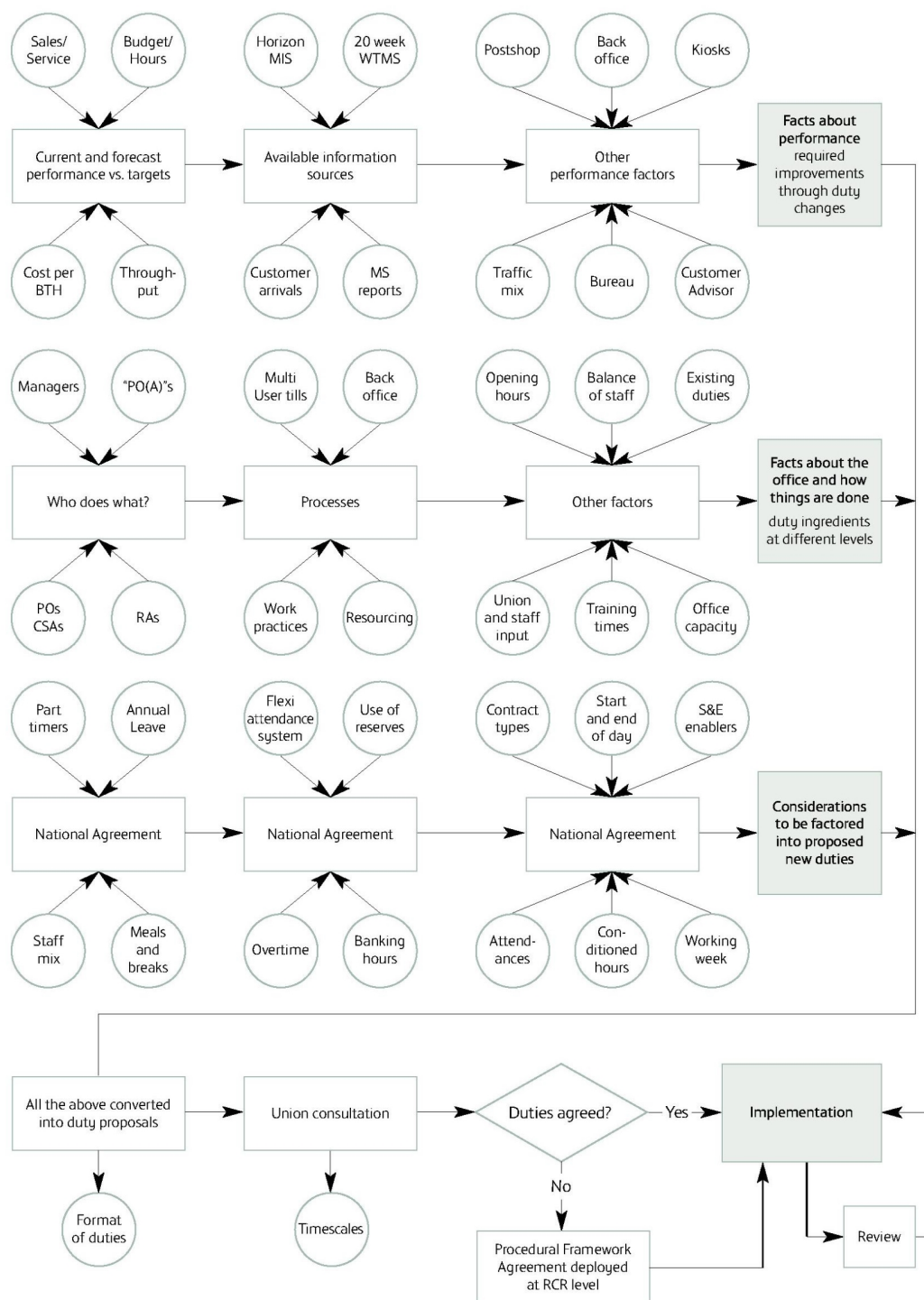
- 5.1. Both Post Office Ltd and the CWU are committed to processing duty proposals as speedily as possible. To facilitate this all the information listed at 2.1 above will be presented in a standardised form and associated with the initial proposal.
- 5.2. It is recognised that the CWU representative will need to study the information provided, consult with the staff, and if necessary draw up counter-proposals, prior to beginning local discussions with the manager. Planning and timescales will allow for this.
- 5.3. Timescales will be a matter for consultation and not imposition, taking into account the facility time available for CWU representatives, the number of ongoing duty revisions, the size of the office and the availability for meetings of the relevant manager. However, the timescales must always be driven by the need for prompt resolution, with the overall objective of completing the process for reaching local agreement (Procedural Agreement Framework paragraph 4) within 14 working days. Any unreasonable delays will be unacceptable.

**6. Application of this Annex**

- 6.1. It must be clearly understood that this Annex is concerned with the process of reaching local agreement on duty revisions. It is expected that the principles and procedures of this Annex are adhered to and that as a result disagreements will be exceptional. However, should they occur they will be dealt with through the procedures for resolving local disagreements contained within paragraph 5 of the Procedural Agreement Framework.

## Branch Office Staffing Arrangements

## Annex D1



## Service &amp; Efficiency enablers

## Annex E

ENABLER	MEASUREMENT
Head of Q manned	Mystery Shopper
MUTE	Compliance certificate signed off – reported by S&E managers
Customer Advisors	One trained in each office, also where used and number of hours – through S&E managers
Duty Review	Through S&E managers
WTMS	Number of offices on system – through S&E managers
Outlet service planner	S&E managers to request evidence from one HOA area each month
Escalation process	Service development ad hoc requests of recovery plans
Counter News/Work Aid signature that they have been read	S&E teams to check during S&E audit/visit Could also check deployment at Senior Manager visits if we add to form
½ hour training sessions, (includes PK/Sales prompts monthly)	Via the deployment log



Annex F

Leave Reserve Calculator

AWDs				RESERVE ENTITLEMENT				AWDs				RESERVE ENTITLEMENT				AWDs				RESERVE ENTITLEMENT			
FT	PT	TOT	FT	PT	TOT	FT	PT	TOT	FT	PT	TOT	FT	PT	TOT	FT	PT	TOT	FT	PT	TOT	FT	PT	TOT
3	1	4	0	1	1	6	7	13	0	2	2	10	1	11	1	1	2	13	7	20	2	1	3
3	2	5	0	1	1	6	8	14	0	2	2	10	2	12	1	1	2	13	8	21	2	1	3
3	3	6	0	1	1	6	9	15	0	2	2	10	3	13	1	1	2	13	9	22	2	1	3
3	4	7	0	1	1	6	10	16	0	2	2	10	4	14	1	1	2	13	10	23	2	1	3
3	5	8	0	1	1	6	11	17	0	2	2	10	5	15	1	1	2	13	11	24	2	1	3
3	6	9	0	1	1	6	12	18	0	3	3	10	6	16	1	1	2	13	12	25	2	2	4
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5	10	15	0	2	2	9	4	13	1	1	2	12	10	22	2	1	3	16	4	20	2	1	3
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6	1	7	0	1	1	9	7	16	1	1	2	13	1	14	2	0	2	16	7	23	2	1	3
6	2	8	0	1	1	9	8	17	1	1	2	13	2	15	2	0	2	16	8	24	2	1	3
6	3	9	0	1	1	9	9	18	1	2	3	13	3	16	2	0	2	16	9	25	2	2	4
6	4	10	0	1	1	9	10	19	1	2	3	13	4	17	2	0	2	16	10	26	2	2	4
6	5	11	0	2	2	9	11	20	1	2	3	13	5	18	2	1	3	16	11	27	2	2	4
6	6	12	0	2	2	9	12	21	1	2	3	13	6	19	2	1	3	16	12	28	2	2	4

## Minimum Standards non-compliance process for use at Branch Offices

### Annex G

This process has been introduced to ensure people standards are deployed in Branch Offices. The process is aligned with the Conduct Code and should be read in conjunction with that document.

When a branch manager personally identifies non compliance with any of the people standards by an individual or through management information such as Mystery Shopper, Senior Manager visit, he/she should:

1. Inform the person how, when and why they are not meeting any of the standard(s) and ask for reasons for non compliance.
2. Remind individual of the requirements and agree appropriate actions with them to ensure compliance is met within an agreed timescale.
3. If compliance is met within agreed timescale then no further action required.
4. If still non compliance within the agreed period then meet individual again to discuss reasons for not meeting agreed timescale.
5. Agree new date for compliance and warn that failure to do so without good reason may result in the application of the conduct code.
6. If compliance within agreed timescale then no further action required.
7. If still non compliance and no satisfactory reason can be given, then agree final compliance date. Warn that if not met the conduct code will be applied.
8. If compliance within agreed timescale then no further action required.
9. If still non compliance within agreed timescale then proceed to counselling interview stage of conduct code and progress accordingly.

**The same process will apply for either consistent or regular non compliance.**

The branch manager should make a record of discussions or interviews held and confirm actions required to the individual in writing.

## Data Requirements

### Annex H

- Staff numbers:
  - Full-time PA, PO, RA, CSA
  - Part-time PA, PO, RA, CSA split >16 hours >32 hours.
- Number of additional hours worked by part-time staff.
- Number of hours worked Monday - Friday at premium rates by full-time staff.
- Number of hours worked Saturday at premium rates by full-time staff.
- Amount of NDA paid to Branch Office staff.
- Staff turnover split full-time and part-time.
- Days lost to sickness in Branch Offices FT/PT.
- Days lost to maternity leave in Branch Offices FT/PT.
- Number of staff aged 55-60.



