

**SECTION** **PAGE**

<b>1</b>	<b>Federation Matters</b>	
<b>2</b>	<b>Membership Benefits</b>	
<b>3</b>	<b>Pay</b>	
<b>4</b>	<b>The Sub-Postmasters Contract</b>	
<b>5</b>	<b>Sickness</b>	
<b>6</b>	<b>Tax and National Insurance</b>	
<b>7</b>	<b>Security</b>	
<b>8</b>	<b>Staff and Premises</b>	
<b>9</b>	<b>Non-Post Office Business</b>	
<b>10</b>	<b>In Case of Emergency . . .</b>	
<b>11</b>	<b>Alphabetical Index</b>	



Absence from the Office .....	64
Alterations to Premises .....	96
Anchoring of Safes .....	92
Annual Conference: Dates and Places .....	34
Annual Leave ( <i>see Absence from the Office</i> ) .....	
Annual Revision.....	40
Anti-Bandit Screens .....	94
Anti-Intruder Alarms .....	92
Appeals Procedure .....	123
Attendance at Law Courts on Post Office Cases & Court Prosecution .....	57
Benevolent Fund .....	27
Benevolent Fund Constitution & Rules .....	28
British United Provident Association (BUPA) .....	110
Burglar Alarms.....	94
Calculation of Pay .....	39
Canvassing .....	114
Cash Accounts - Submission on holiday .....	66
Cash Allowances.....	50
Civil Service Motoring Association.....	111
Commercial Advertisements in Sub Post Offices.....	114
Community Offices: Pay.....	39
Community Offices: Contractual Matters.....	67
Companies Act 1981 .....	101
Compensation for Loss of Office.....	73
Counselling Interview on Resignation.....	71
Counter Losses: Tax Position .....	122
Counter Losses: Relief.....	122
Criminal Injuries Compensation Board .....	75
Deceased Sub-Postmaster's Pay .....	52
Deferment of National Insurance Liability .....	88
Disciplinary Procedures .....	122
Disclosure of Business ownership .....	101
Divulgence of Official Information .....	56
Eagle Star Insurances .....	52
Elections (see Federation Rules) .....	
Electors Lists.....	115
Emergencies.....	118
Employment Liability (Compulsory Insurance Act) 1969 .....	
Employment Legislation.....	
Employment Protection (Consolidation) Act 1978.....	
Error Notices .....	
Federation "Insurance Against Attack" Scheme.....	
Federation Matters .....	
Federation: Early History.....	

Federation: Today .....	
Federation: Organisation & Structure .....	
Federation: Rules .....	
Gifts for Long Service .....	
Guard Dogs .....	
Health & Leisure.....	
Health & Safety at Work Act 1974.....	
Holiday Substitution Allowance .....	
Honorary Members of the Federation.....	
Hours of Business .....	
In Case of Emergency .....	
Income Tax .....	
Income Tax & National Insurance .....	
Industrial Injuries .....	
Injuries from Attack: Insurance Policies.....	
Injuries from Attack: Assistance from the Post Office.....	
Insurance & Other Facilities .....	
Insurance Policies .....	
Introductory Payment.....	
Investigation Branch Officers' Enquiries .....	
Items available to Members from Federation Headquarters.....	
Jury Service.....	
Mailwork: Pay.....	
Mailwork: Contractual Matters.....	
Membership Benefits .....	
Model Set of Rules for Branches .....	
National Federation of Post Office & British Telecom Pensioners.....	
National Insurance .....	
National Insurance Contribution Liability in respect of Relief Sub-Postmasters.....	
New Appointments: Pay .....	
New Business.....	
Non Post Office Business .....	
Offices, Shops & Railway Premises Act 1963 .....	
Past Presidents .....	
Pay.....	
Pay: Sundry Items .....	
Payment on Withdrawal of Mailwork.....	
P&T Leisure.....	
3% Pool.....	
Post Office & Civil Service Sanatorium Society .....	
Post Office Group Personal Injury Policy .....	
Premises .....	

Quality of Performance .....	
Redundancy Payments Act 1965 .....	
Resignation .....	
Responsibility for Post Office Stock & Cash .....	
Restricted Hours Office (See Community Offices)	
Restrictions .....	
Retiral Gratuities .....	
Retiring Sub-Postmasters: Pay .....	
Retiring Sub-Postmasters: Contract .....	
Retiring Sub-Postmasters: Pre-retirement Seminars .....	
Safes .....	
Scale Payment System .....	
Security .....	
Security of Tenure .....	
Sickness .....	
Sickness Substitution Allowance .....	
Special Cash Allowance .....	
Staff & Premises .....	
Standing Orders for Conference .....	
Statutory Maternity Pay .....	
Statutory Sick Pay .....	
Sub-Postmasters Contract .....	
Sub-Postmasters Pay .....	
Sub-Postmasters Residence .....	
Sub-Postmasters Wife .....	
Sub Office Assistants: Holidays .....	
Sub Office Assistants: Training .....	
Sub Office Assistants: Conditions of Service .....	
Sub Office Assistants: Contracts of Employment .....	
Taxability of Discretionary Payments .....	
Telephone Allowances .....	
Territorial Army Training .....	
Three Percent Pool .....	
Training .....	
Transfer of Office .....	
Transfer of Undertakings (Protection of Employment) Regulations 1981 .....	
Unit Credits .....	
Value Added Tax .....	
Withdrawal of Mailwork .....	

# **SECTION 1 - THE FEDERATION**



## **EARLY HISTORY**

The Federation was founded on Easter Monday 1897 with a Wakefield Sub-Postmaster called John Ranns as its first President.

The letter inviting Sub-Postmasters to the first meeting which led to the creation of the Federation informed delegates of the need to form a National Association in the following way:-

*“The importance of forming a National Association is evident from the fact that, whilst our conditions of labour have so little improved, the Headpostmasters, the Clerks and the Postmen have each obtained important concessions through their respective Associations”.*

The first Annual Conference was held in Nottingham on Easter Monday in 1898. At this Conference, delegates decided that an official journal should be published, and on 4 September 1899 the first edition of *The Sub-Postmaster* was published at a price of 2d per copy.

The Federation obtained official recognition in 1906 and in the next two years the foundations of the current system of payment were laid with the establishment of the Scale Payment System in 1907 and the “bend in the scale” in 1908. The method by which Sub-Postmasters are remunerated is explained fully elsewhere in this handbook.

## **THE FEDERATION TODAY**

The Federation, founded in 1897, is the longest established body representing staff in the Post Office. It is the only organisation recognised by the Post Office to negotiate on behalf of Sub-Postmasters.

The objects of the Federation are laid down in its Rules as follows:-

- “(a) To regulate the relations between Sub-Postmasters (which expression throughout the rules includes Sub-Postmistresses) and the Post Office; and to this end
  - i) to negotiate on behalf of Sub-Postmasters rates of pay, hours and general conditions of service.
  - ii) to participate in any negotiating machinery set up for regulating the said conditions of service.
  - iii) to settle disputes (whether collective or individual) between its members and the Post Office with the Post Office and to promote the peaceful settlement of such disputes by participating in any joint machinery of conciliation or arbitration.
- (b) Generally to promote and defend the interests of Sub- Postmasters and to co-operate with other organisations having similar objects and interests.

- (c) To promote methods of improving the service to customers at Sub Offices and to assist and advise the Post Office on ways of promoting new business over all Post Office counters.”

The Federation is an independent Trade Union. As well as being financially independent, the Federation is free from the domination of the Post Office. It does not belong to the Trades Union Congress nor does it subscribe to any political party. This means that the Federation is always able to represent the best interests of its members.

## **MEMBERSHIP**

The Federation offers:-

- ☐ A national voice to promote the role of Sub-Postmasters, both in maintaining the current network of Post Offices and in its future development.
- ☐ Regular contact with Government, Members of Parliament from the major political parties and other organisations such as the Post Office Users’ National Council - all of whom seek our views on issues affecting the Sub Post Office network.
- ☐ Liaison with consumer organisations at local and national level.
- ☐ An organisation of Sub-Postmasters which understands and is deeply committed to the continuing success of the Sub Post Office network.
- ☐ The support of fellow Sub-Postmasters who meet regularly to exchange views, advice and problems in a professional and friendly environment.
- ☐ Over 100 local branches throughout the United Kingdom.

Federation members benefit from a wide range of services and activities, including:-

- ☐ A professional team of full time negotiators who work for you individually and collectively on all aspects of your pay and conditions of service.
- ☐ Immediate access to a network of local, regional and national representatives, all of whom are serving Sub-Postmasters who have access to all levels of Post Office management, and who are no more than a “*phone call away*”.
- ☐ Advice and assistance on the issues which affect you as a Sub-Postmaster.
- ☐ Expert representation, specialist help and guidance in the event of disciplinary action or dismissal.
- ☐ Insurance specially tailored by Eagle Star to meet the needs of Sub-Postmasters at a preferential rate and discounts on other types of insurance. Special terms are available for commercial and private car insurance, home insurance, pensions, mortgages, life assurances, lump sum investments and regular savings plans.
- ☐ Personal Injury Scheme providing for Sub-Postmasters and their registered Sub Office assistants in the event of assault and armed attack.

- ☐ Special rates for membership of BUPA and eligibility for membership of the Post Office and Civil Service Sanatorium Society (POCSSS), Civil Service Motoring Association including Britannia Recovery and the Post Office Fellowship of Remembrance.
- ☐ Access to national account arrangements with trade suppliers, including The Paper House Group, Galleon Publications and Nestle Ice Cream.
- ☐ A group policy providing free public liability insurance for Community Offices providing they have no business other than a Post Office.
- ☐ A Benevolent Fund which can grant assistance in cases of financial need to both serving and retired Sub-Postmasters, their widows, widowers and children.
- ☐ A free monthly journal to keep you up to date on the work of your Federation.
- ☐ A free handbook providing essential information on pay, conditions of service, employment of staff, taxation, National Insurance.
- ☐ A year planner and a full selection of posters which promote the range of transactions available in a Sub Post Office.
- ☐ The Sub Post Office Exhibition, sponsored by the Federation, is the only trade show dedicated to this unique retail market.

## **THE FEDERATION'S ORGANISATION**

The affairs of the Federation are managed by the Executive Council under the Chairmanship of the National President. The Executive Council is serviced by the General Secretary, based at the Federation's Headquarters at Shoreham.

### **Branches**

The Federation has over 100 Branches covering the whole of the United Kingdom, Channel Islands and the Isle of Man. Individual Sub-Postmasters who join the Federation become a member of the appropriate local Branch. Each Branch consists of a President, Vice President, Treasurer, Secretary and Branch Committee elected from the Branch members, all of whom are serving Sub-Postmasters, and give their time freely, and who are responsible for organising its affairs. The Branch organises meetings of members at which they can be updated on developments affecting them, and these meetings provide a forum for members to discuss their views with other members. The Branch has the opportunity to formulate motions to be discussed by delegates at Annual Conference, thus being able to influence the policy of the Federation.

The main point of contact for members at local level is with the Branch Secretary. It is the role of the Branch Secretary to liaise with the appropriate Post Office Counters Retail Network Manager(s) to deal with any problems which may arise. The Branch Secretary may also make representations on behalf of a member.



The consultative structure agreed between the Federation and Post Office Counters Ltd provides for regular meetings between Branch officials and Retail Network Managers in order to discuss issues of mutual concern.

### **Regions**

Regional Councils are coterminous with Post Office Counters' Regions. This is a tier within the Federation which does not have formal rights of representation and consultation with Post Office Counters Ltd.

The role of the Regional Council is to oversee the operation of **District** Committees and Branches and provide a forum for discussion of the issues affecting Sub-Postmasters. It supervises the submission of Motions to Annual Conference. The Regional Council may also formulate Motions for Annual Conference.

The Regional Council is made up of representatives of the **Districts** and Branches and provides a link between the **District** Committees and the Region's Executive Officers to ensure a free flow of information through the Federation's structure.

### **Executive Council**

The Executive Council is the body entrusted with the general management of the Federation. There are 19 members of the Executive Council. This is based upon one Executive Officer per 1,000 members with each Region being classified as an elective area under Trade Union legislation. The Executive Council is made up as follows:-

North East .....	3
North Wales & North West.....	3
Midlands .....	2
North Thames & East Anglia.....	3
South Wales & South West.....	3
South East .....	2
Scotland.....	2
Northern Ireland.....	1

The Editor, who is an ex officio member of the Executive Council, is elected by Annual Conference.

The Executive Council has overall control of negotiations with the Post Office on all matters relating to the pay and conditions of Sub-Postmasters. Specific areas of responsibility are delegated to two sub committees - the Negotiating Committee and the Publicity & Development Committee - who report back to the full Executive Council. The National President, Vice President, the Federation Trustees, the General Purposes Committee and the members of the Board of Benevolence are drawn from the Executive Council.



Executive Officers meet with the Regional General Manager on an “*as and when*” basis, with the aim of building a relationship to the mutual benefit of all in the Region. Executive Officers also act as national representatives for national consultation and negotiating purposes.

### **Annual Conference**

All Branches, **District** Committees and Regional Councils are entitled to send delegates to Annual Conference. The Executive Council presents its Annual Report for approval by the delegates, and Motions put forward by Branches, **District** Committees and Regional Councils are discussed. The Resolutions of Annual Conference become part of the Federation Policy.

### **Federation Headquarters**

The General Secretary and Assistant General Secretaries, together with the support staff, comprise Federation Headquarters based at Evelyn House, Shoreham-by-Sea, West Sussex. These Headquarters provide all the Federation’s administration services. Officers from Federation Headquarters liaise with Post Office Counters Ltd at national level, dealing primarily, but not exclusively, through the Retail Development Centre. Federation officers also deal direct with Regional General Managers as required.

## **GENERAL ITEMS AVAILABLE FROM FEDERATION HEADQUARTERS**

### **Sub-Postmasters’ Record of Transactions and Units**

This record book provides a space for recording all transactions required for revision purposes and is invaluable for checking annual revisions. It can be obtained from Branch Secretaries or direct from Federation Headquarters at a price of 85p to individual members.

### **Check your Change Window Stickers**

These stickers are made in a plastic material and can be affixed to the bandit screen, acting as a useful reminder to customers. The price to members is 30p each.

### **ITEMS WITH FEDERATION INSIGNIA**

The following items bearing the Federation insignia are available to members:

#### **Federation Badges**

(Enamel badge in blue, gold and red)

- a) with Grip Pin fastening

- b) with Brooch Pin fastening

Either type of badge costs £1 to individual members.

### **Federation Tie**

The Federation has three designs of tie available, all priced at £6.00. Branch Secretaries have samples.

### **Federation Headscarf**

In navy trevira, 27” square with the Federation badge at two of the opposing corners, printed in gold, red and white. The price to individual members is £2.75.

### **Plaques**

Membership plaques are now available. Measuring 9¼” x 9¼” on acrylic, the plaques feature the Federation emblem and the words *“Member of the National Federation of Sub-Postmasters”* in red and blue on a white background. They are individually priced at £7.99.

All these items qualify for reduced terms on bulk orders from Branch Secretaries.

## **NATIONAL FEDERATION OF SUBPOSTMASTERS - RULES**

### **I - TITLE**

This organisation shall be called “The National Federation of Sub-Postmasters”. Its Head Office shall be at Evelyn House, Windlesham Gardens, Shoreham-by-Sea, West Sussex, BN43 5AZ, or at such other place as may from time to time be determined by the National Executive Council, hereinafter defined.

Registered Office, Northern Ireland: Carnmoney Post Office, Newtownabbey, Co Antrim, BT36 6JT

### **II - OBJECTS**

The objects of the Federation shall be:-

- (a) To regulate the relations between Sub-Postmasters (which expression throughout the Rules includes Sub-Postmistresses) and the Post Office: and to this end
  - (i) to negotiate on behalf of Sub-Postmasters rates of pay, hours and general conditions of service.
  - (ii) to participate in any negotiating machinery set up for regulating the said conditions of service.
  - (iii) to settle disputes (whether collective or individual) between its members and the Post Office with the PO and to promote the peaceful settlement of such disputes by participating in any joint machinery of conciliation or arbitration.
- (b) Generally to promote and defend the interests of Sub-Postmasters and to co-operate with other organisations having similar objects and interests.
- (c) To promote methods of improving the service to customers at Sub Offices and to assist and advise the Post Office on ways of promoting new business over all Post Office counters.

### **III (a) - FUNDS AND PROPERTY OF THE FEDERATION**

The Funds of the Federation shall be applied in furtherance of the objects herein-before set out and the following additional objects and for any matters (such as the provisions of office premises and payments to staff) which may be reasonably ancillary or incidental thereto:-

- (i) for the publication of the monthly journal of the Federation known as *The Sub-Postmaster*.

- (ii) in exceptional circumstances and at the final and absolute discretion of the Executive Council to provide legal aid and advice for members of the Federation which legal aid and advice may (in particular and without prejudice to the generality of this rule) include the reimbursement or payment of the whole or any part of any legal costs incurred by a member or members in conducting any legal proceedings brought by the Post Office. The Executive Council may impose any such conditions as it may in its final and absolute discretion think fit upon the provision of any such legal aid or advice, including (without limitation) conditions relating to the engagement of specified solicitors or counsel in connection with any actual or potential legal proceedings.
- (iii) in exceptional circumstances and at the final and absolute discretion of the Executive Council in the reimbursement of the whole or any part of any financial loss or damage actually suffered by, or in the payment of compensation for any financial loss or damage which may be suffered by, the Sub Post Office business of a member or members of the Federation as a result of or in connection with (a) the conduct of any legal proceedings against or the defence of any legal proceedings brought by the Post Office or (b) any act or omission of a member or members of the Federation which has been previously authorised in writing by the Executive Council.
- (iv) in the administration and organisation of any scheme for advertising in Sub Post Offices which will be of benefit to Sub-Postmasters and shall have been approved at an Annual Conference.
- (v) in centralised schemes of administration and organisation of any agency or trading business carried on by Sub-Postmasters provided such schemes will be of benefit to Sub-Postmasters and shall have been approved at an Annual Conference.
- (vi) in payment of premiums under a scheme with an Insurance Company for payments by that company to members of the Federation and their employees in the event of bodily injury by assault resulting in death or disablement provided that such scheme shall have been approved at an Annual Conference

### **III (b)**

- (i) If the Executive Council shall at any time consider it necessary or desirable (whether for commercial reasons, good industrial relations or for any other reason whatsoever) to make any disposal of property (whether real or personal) of the Federation or to apply the Funds in any manner (including by disposal or payment) not otherwise expressly authorised by the Rules to any member of or employee of the Federation, other than any of the Trustees or Members of the Executive Council, the Executive Council shall set forth any proposals concerning the same in a memorandum ("the Memorandum") containing full details of all material terms of such proposals, including (in any event) details of:
  - (1) the property or Funds concerned;
  - (2) the persons to whom such disposal is proposed to be made, or the proposed application of such Funds; and



- (3) the reasons for such proposals
- (ii) The Memorandum shall be published in an issue of *The Sub-Postmaster*. Such issue shall contain a statement that any member of the Federation may submit written comments to the Executive Council provided that such comments are received within the period specified, which shall be of not less than 30 days commencing on the date of such issue. Following the expiry of such period, the Executive Council shall, after giving consideration to any written comments received from members of the Federation, decide whether or not to implement the proposals set out in the Memorandum or whether to refer any decision concerning the same to the next Annual Conference and shall cause a record of its decisions to be published in *The Sub-Postmaster*.
  - (iii) If the Executive Council decides to implement the said proposals it shall have the authority to do all such acts and things as shall be necessary or desirable to implement the same.
  - (iv) The Executive Council may refer any decision concerning the said proposals to the Annual Conference if in its final and absolute discretion it considers that there is significant opposition to the said proposals or that it is desirable for any reason whatsoever so to refer the matter and in any such event the provisions of Rule X applicable to Resolutions to be considered at the Annual Conference shall apply to the said proposals. For the avoidance of doubt the said proposals shall be deemed to have been sufficiently described if reference is made to the relevant Notice of Motion to the publication of the Memorandum in a specified issue of *The Sub-Postmaster*.
  - (v) Where the said proposals are considered by the Annual Conference a two-thirds majority vote shall be required.

#### IV - MEMBERSHIP

- (a) All Sub-Postmasters in Great Britain and Northern Ireland and all firms or companies carrying on the business of a Sub Post Office in Great Britain or Northern Ireland shall be eligible for membership.
- (b) Subject to paragraph (c) of this Rule each application for membership shall be submitted to the relevant Branch for approval and when the application is approved the Branch Secretary shall notify the General Secretary, who shall enter the applicant's name on the Register of Members.
- (c) The Executive Council shall have the power to register a member without his having to be a member of a Branch. Such a member shall be known as and is hereinafter called "an individual member".
- (d) Members shall pay an annual subscription for each office as follows:

Offices where the Scale Payment Units do not exceed 50,000 Units .....	£21.00
Offices where the Scale Payment Units exceed 50,000 Units .....	£72.00

- (e) The Annual Subscription shall be paid normally by monthly instalments under the recognised procedures agreed with the Post Office for the deduction of subscriptions from salary.
- (f) The Annual Subscription for members not having their subscription deducted from salary shall be due for renewal on the anniversary of their membership and shall be payable to Federation Headquarters.
- (g) Any member taking up a new appointment as Sub-Postmaster in a different Branch area and having resigned all appointments in his former Branch area shall be deemed to have resigned from his former Branch and joined the relevant new Branch but no additional subscription in respect of the current year shall be required of him providing that, in the case of deduction of subscriptions from salary, arrangements are made for immediate deduction in respect of new offices.
- (h) Any member may be expelled from the Federation who, in the opinion of the Executive Council, is not a fit and proper person for membership. Provided that:-
  - (i) written notice of the proposal to expel the member shall be given to him at least 7 days before the meeting of the Executive Council at which it is to be considered, and he shall be given an opportunity to be heard before a decision is made thereon;
  - (ii) he shall have a right to appeal to the Annual Conference whose decision shall be final.
- (i) Honorary Members who need not be Sub-Postmasters may be elected by the Executive Council, subject to confirmation by the Annual Conference. Such members may attend the Annual Conference but shall have no power to vote thereat. They shall be entitled to a copy of *The Sub-Postmaster* each month.
- (j) A member of the Federation who retires from his position as Sub-Postmaster may continue membership of the Federation on payment of an annual subscription of £5.00, which may be paid either to his Branch or to the General Secretary and which shall entitle him to a copy of *The Sub-Postmaster* as issued. Such member may attend any meeting of his Branch and join in the discussion, but shall not be entitled to vote thereat. Such members shall be known as "Associate Members".

## V - BRANCHES

- (a) The Federation shall be divided into Branches. A member other than an individual member shall be attached to the Branch appropriate to his office. No Branch shall have members in more than 1 Region. Branches shall where possible be within the geographical area covered by the appropriate Head of Retail Network.
- (b) Branches shall be funded annually by the General Secretary with an amount equal to the total of Branch (Full) Members multiplied by 30% of the average per capita subscription for (Full) Members collected throughout the Federation, after allowing for subscriptions

paid direct to the Branch. Membership figures and annual capitation rate to be calculated as at 30 September of the year of account.

- (c) Branches will be funded with a payment on account from the General Secretary by not later than 31st January each year with a general settlement in October following the receipt of certified returns in respect of subscriptions collected locally.
- (d) In September each year the Branch Secretary shall furnish to the General Secretary a list of members who have paid subscriptions direct to the Branch indicating the appropriate subscription paid in respect of each individual office. The General Secretary will advise Branches of the sum due in general settlement either to the Branch or to Central Funds. The Branch Secretary shall also submit to the General Secretary not later than the 31st March a duly audited Balance Sheet certified by a qualified accountant, as at the preceding 31st December. Should any Branch fail to submit these returns and Balance Sheet the General Secretary shall inform the appropriate Regional Council Secretary.
- (e) Each Branch Secretary who shall have complied with the requirements of the preceding Sub-Rule shall receive the sum of 20p for each paid up member included in the Federation annual return.
- (f) All Branch funds shall be paid into a deposit or current account at National Girobank, a Bank or at the National Savings Bank in the name of the Branch, and cheques and orders or applications for payment drawn thereon shall be signed by 2 persons. All Branch funds after settlement of affiliation fees to the Federation shall be applicable to the objects and purposes of the Branch so long as such objects and purposes are not extraneous from or inconsistent with the objects and purposes of the Federation.
- (g) Each Branch shall hold at least 2 meetings per annum and must at all times be affiliated to the appropriate Regional Council controlling the Branch area.
- (h) Any records, fees and/or funds required to be transferred to the Regional Council in pursuance of Rule VI (f) shall be transferred forthwith according.
- (i) Any member being a firm or company may nominate to its Branch Secretary a member of its staff who may attend and vote at Branch meetings. Such nomination shall be effective until such notice of withdrawal of the nomination is given by such firm or company or until it ceases to be a member.
- (j) Each Branch shall adopt Branch Rules and may amend the same in manner provided by such Rules provided that such Rules and amendments shall within 14 days of such adoption or amendment be submitted to the Executive Council of the Federation for their approval and provided that the Executive Council shall have full power within 6 months thereafter to set aside any such Rules or amendments which conflict with the Rules for the time being of the Federation, whereupon any such Rules or amendments so set aside shall immediately cease and be void.
- (k) Each Branch shall be entitled to send delegates to Conference on the basis of 1 per 50 members or part thereof.



- (l) A Branch may send resolutions to Conference. All resolutions from Branches must, in the first instance, be submitted to the appropriate Regional Council Secretary in time for inclusion in the Agenda for the Council meeting. If, after consideration, the resolution does not receive the support of the Council, it may, nevertheless, be submitted to the General Secretary for consideration of Conference. Resolutions submitted to a Regional Council and approved shall be transmitted to the General Secretary by the Regional Council Secretary in accordance with Standing Orders for Conference.
- (m) A Branch may make nominations for the Executive Council and the Editor. Nominations of members to serve on the Executive Council may also be made by individual members, providing that these are proposed and seconded by members of the Federation. All nominations must be received in writing by the General Secretary not later than 5pm on the 10th January. In the event of there being more members nominated than are required to fill the allotted seats on the Executive Council an election must take place. Ballot papers bearing the names of each member nominated will be prepared and distributed by post by the nominated scrutineers to all members within the Regional Council area not later than 10th February of the same year. Completed ballot papers must be returned by post to the nominated scrutineers allowing sufficient time to ensure that these will be received not later than the last day in February of the same year. The cost of postage will be borne by the Federation. A list of nominees will be sent to the Regional Council Secretary within 1 week of the closing date for nominations together with any nominations received for the Editor. If a ballot is held the result certified by the nominated scrutineers will be notified to the General Secretary who in turn will notify the Regional Council Secretary. Nominees will be afforded the opportunity of providing personal information which will be distributed with the ballot papers.
- (n) A Branch may only be dissolved by a two-thirds majority vote of Branch members present and voting passed at any Annual or Special General Meeting of the Branch and provided that at least 2 months' previous notice of such resolution shall be given to each Branch member and provided further that the approval of the Executive Council shall first have been obtained. On such dissolution the net assets of the Branch after payment of all debts and liabilities shall be transferred to the Federation and form part of the Federation's general funds.
- (o) Branch rules shall include provisions for appointment and removal of Branch Committees and Officers.

## **VI - REGIONAL COUNCILS**

- (a) Regional Councils shall be established for the following areas:
  - (i) North East Region
  - (ii) North Wales & North West Region
  - (iii) Midland Region
  - (iv) North Thames & East Anglia Region
  - (v) South Wales & South West Region
  - (vi) South East Region
  - (vii) Scotland Region
  - (viii) Northern Ireland Region



A Regional Council shall be elected by Branches within that Region in accordance with regulations (if any) governing such voting and election as the Executive Council shall from time to time frame. Provided that the members of each Branch shall be entitled to elect 1 Regional Council delegate only per 50 members or part thereof of the Branch. Honorary members of a Regional Council may be elected by the Regional Council and may attend and speak at any meeting of the Regional Council, but shall not be entitled to vote thereat. Subject thereto, they may exercise such of the powers of a Regional Council member as the Regional Council may resolve.

- (b) Each Region should establish its own internal structure based on Branches and, should they so wish, Area Committees. However, any such Committees shall only have status within their Region. Each Region should submit its proposed structure and any amendments to that structure to the Executive Council for approval.
- (c) Regional Councils shall have the power to make a levy on its Branches, based on Branch membership within its geographical area, to provide funds for the working of the Region's internal structure. Such a levy shall not exceed £3 per head per annum except with the approval of the Executive Council.
- (d) Regional Councils should in consultation with their Executive Officers, arrange the most effective pattern of representation for their Region with Post Office Counters Limited, establishing contacts at the levels they regard as the most effective. This must be subject to any national arrangements taking precedence and all such proposed arrangements being approved by the Executive Council.
- (e) Regional Councils shall be subject to the control of the Executive Council, whose decision on all matters of policy (including disputes as to interpretation of policy) shall be final.
- (f) A Regional Council shall have power to obtain all Federation records, affiliation fees and accumulated Branch funds from the Branch officials and to dismiss any or all of the Branch officials and make new appointments.
- (g) A Regional Council shall have the right to send resolutions to Annual Conference.
- (h) A Regional Council shall elect a Standing Orders Committee representative, except that Scotland and Northern Ireland will be classified as two separate Regions for this purpose, at its Annual General Meeting to hold office for one year. The expenses of the Standing Orders Committee representative attending the Regional Conference Motions Meetings will be met from Regional funds. The expenses of attending meetings of Standing Orders Committee and Conferences will be met from central funds. At Conference, members of the Standing Orders Committee will be entitled to speak and vote.
- (i) A Regional Council shall elect each year at its Annual General Meeting 2 Conference delegates to act as Tellers. The names of such representatives shall be notified to the General Secretary immediately after election.

- (j) Annual grants shall be made to the Regional Councils by the Executive Council in April each year on the following basis:

Councils covering Branches with total membership of 1500 or less .....£55.00  
Councils covering Branches with total membership of over 1500 .....£62.50

These grants are made primarily to provide funds for propaganda work within the Regional Council area on behalf of the work and objects of the Federation.

- (k) Prior to the Autumn Meeting of the Executive Council each Regional Council shall furnish to the General Secretary a report giving particulars of propaganda work carried out in the Council's area to the preceding 31st August and a duly audited Statement of Accounts to the preceding 31st December. The propaganda grant for the succeeding year shall be withheld at the Executive Council's discretion unless a satisfactory report be received.
- (l) Any member of a Regional Council who may be elected as a member of the Executive Council shall cease to be a full member of the Regional Council but shall become an ex officio member thereof without voting power. Any other member of the Executive Council elected or co-opted thereto as a representative of the Regional Council shall also become ex officio members of the Regional Council without voting powers. The expenses of the Regional Council Secretary/Treasurer and Chairman shall be charged to the Regional Council funds. The expenses of the Executive Council representative members in attending Regional Council meetings shall be charged to the general funds of the Federation. The expenses of all Regional Council members (including Honorary Members) in attending meetings of the Regional Council may be charged to the Regional Council funds.
- (m) Meetings of the Regional Council shall be held as frequently as required but at least 2 times a year (5 to form a quorum). At each meeting the Secretary shall give a report on the work done and the Executive Council representative members shall report on the Executive Council's work and policy. A copy of the minutes of each meeting shall be sent to the General Secretary.
- (n) A Regional Council shall appoint each year at its Annual Meeting 1 of its Executive Council representative members to the Board of Benevolence, whose name will be notified to the General Secretary immediately after the appointment is made, except that Scotland and Northern Ireland will be classified as two separate Regions for this purpose.

## VII - EXECUTIVE COUNCIL

- (a) The management of the Federation shall be vested in an Executive Council which shall have full power to conduct the affairs of the Federation.
- (b) The Executive Council shall be elected triennially. Each Region will comprise an Elective Area, except that Scotland and Northern Ireland will be classified as 2 separate elective areas. Elections will be held in accordance with the procedure set out in Rule V [Clause (n)]. Executive Officers elected between triennials to fill vacancies falling in



between a triennial period will be required to seek re-election when the next triennial elections occur.

- (c) The number of representatives to which Elective Areas are entitled shall be determined upon the basis of one representative for each 1,000 members or part thereof. The number of members for this purpose shall be taken as the number of affiliation fees paid by the Branches in respect of paid-up Branch members within such areas. If the entitlement of an elective area to representation decreases due to a decline in membership within that area, the alteration in representation shall not come into effect at the Annual Conference following the reduction in membership but shall become effective at the Annual Conference next following unless the membership shall have increased during the intervening year so as to warrant (on the basis of the proportion of 1 per 1,000 aforesaid) the existing representation continuing unaltered.
- (d) The Executive Council shall meet not less than 4 times each year (7 to form a quorum) for the transaction of business; and an abridged report of the proceedings shall be inserted in *The Sub-Postmaster*.
- (e) If there shall be at any time a vacancy among the members of the Executive Council, the vacancy shall be filled in accordance with the procedure set out in Rule V [Clause (m)] amended as follows:

Notification of the vacancy will be published in *The Sub-Postmaster*. Nominations of members supported by a proposer and seconder who are members of the Federation will be invited. All nominations in writing must be received by the General Secretary not later than 5pm on the last day of the month in which the edition of *The Sub-Postmaster* was published. In the event of a ballot being necessary the ballot papers will be prepared and distributed by post from the nominated scrutineers to all members within the Regional Council area not later than the last day of the following month. Completed ballot papers must be returned by post to the nominated scrutineers allowing sufficient time for these to be received no later than the 15th day of the month following that in which the distribution of papers took place.

- (f) The out-of-pocket expenses of Executive Council members on official Federation business shall be paid by the Treasurer.
- (g) Such expenses may be paid for any private members carrying out any official Federation business at the request of the Executive Council.
- (h) The Executive Council shall have power to grant payment for clerical or other special work properly undertaken on behalf of the Federation by the officers, or any member, outside the ordinary duties.
- (i) If any matter arises calling for urgent attention the President, Vice-President and General Secretary may deal with it and report to the next meeting of the Executive Council, or a statement and resolution may be sent round by post to every member of the Executive Council and a postal vote obtained on any specific resolution, such vote being reported at the next meeting.

- (j) No Executive Officer shall hold more than 1 office in the management of the Federation.
- (k) The Executive Council shall have the right to send Resolutions to Annual Conference.
- (l) The Executive Council may be removed at any time during their term of office at a Special Conference called for that purpose. On such removal a new Executive Council shall be elected in accordance with the provisions of this Rule and the current regulations governing the election of the Executive Council.
- (m) Trade Disputes. If in any such dispute as is referred to in Rule IIa (iii) the Executive Council considers that a stage has been reached when notice of termination of the contracts of members should be given to the Post Office, the Executive Council is empowered to take the following action:
  - (i) Take a ballot of all members in accordance with procedures required by the Trade Union Act 1984, or succeeding legislation.

## **VIII - OFFICERS**

### **President and Vice-President**

The offices of President and Vice-President shall be filled at the Annual Conference by the members assembled from members already elected to the Executive Council.

### **Editor**

The Editor shall be elected by members assembled at the Annual Conference, the voting shall be by card vote in accordance with the Standing Orders for Conference. He shall, by virtue of his office, become a member of the Executive Council, but without voting powers. Candidates must be members of the Federation.

In co-operation with the General Secretary he shall be responsible for the issue and lay-out of *The Sub-Postmaster*.

He shall contribute articles to *The Sub-Postmaster* and shall have control of all literary matter, including Branch Reports and Branch Announcements, and shall deal with correspondence to the Editor.

He shall report to each meeting of the Executive Council.

The salary shall be fixed by the Executive Council, who shall report particulars of any change in terms of appointment to the members assembled at the Annual Conference.

### **Removal of the Above Officers**

The President, Vice-President and Editor may be removed from their respective offices at any time during their term of office at a Special Conference called for the purpose. Any vacancy so created shall be filled by the members assembled at the Special Conference and (in the case of

the President and Vice-President) from the members of the Executive Council unless the Executive Council shall themselves have been removed.

### **Treasurer**

- (a) The office of Treasurer shall be filled by the Executive Council at a meeting immediately following its election from amongst those elected to the Council. The Treasurer may be removed from office at a meeting of the Executive council called for that purpose and such meeting may fill the vacancy.
- (b) The Treasurer shall receive from the General Secretary and the Editor of *The Sub-Postmaster* their balance of cash, with statements of receipts and disbursements, which shall be clearly shown in his cash book.
- (c) He shall regularly pay the General Secretary and the Editor their salaries.
- (d) He shall pay all authorised expenses of the Annual Conference of members and of the Executive Council, and other expenses sanctioned by the Council. He shall pay all expenses of publishing *The Sub-Postmaster*.
- (e) He shall prepare a quarterly account showing the balance in hand, for presentation to the Executive Council and prepare the annual Balance Sheet and Accounts of the Federation for the Auditors as soon as possible after the 31st December each year.
- (f) The salary shall be fixed by the Executive Council, who shall report particulars of any change in the terms of the appointment to the members assembled at the Annual Conference. The Treasurer shall give a fidelity bond for such amount as the Executive Council shall determine the premium being charged to the Federation.

### **Auditors**

The members at each Annual Conference shall appoint qualified Accountants to conduct an audit of the books of the Federation for the current year.

Such Accountants shall examine and certify the Balance Sheet and Accounts of the Federation made up to 31st December in that year for presentation to the following Annual Conference.

At any Annual Conference the retiring Auditors, however appointed, shall be re-appointed without any resolution being passed, unless:

- (a) they are not qualified for re-appointment; or
- (b) a resolution has been passed at that Conference appointing other Auditors instead of them or providing expressly that they shall not be re-appointed; or
- (c) they have given the Federation notice in writing of their unwillingness to be re-appointed.

### **General Secretary**



- (a) The General Secretary shall be appointed by the Executive Council, who shall have the power to enter into an agreement with him as to the terms of his appointment, and shall report particulars of any change in the terms of his appointment to the members assembled at the Annual Conference. Any such appointment shall be subject to the prevailing legislation which may from time to time be subject to change.
- (b) He shall deal with all general matters on behalf of the Federation and shall have control of all the staff of the Federation at the Headquarters of the Federation.
- (c) He shall receive subscriptions from individual members and affiliation fees from Branches and forthwith return receipts for the same. He shall provide lists for the despatch each month of *The Sub-Postmaster* to all members and Branches. He shall transmit to the Treasurer monthly the balance of all monies in hand (less such float as he may consider necessary for the payment of proper day-to-day expenses of Head Office), with a statement showing his receipts and disbursements since the last remittance.
- (d) He shall make arrangements for the Annual Conference of members, for any Special Conferences, and for the meetings of the Executive Council, notifying all the members of the Executive Council of the place and time of meeting, and shall arrange for the taking and recording of minutes of the matters dealt with.
- (e) He shall watch and keep in touch with all matters affecting Sub-Postmasters, and keep the Executive Council informed of them; he shall be the Federation correspondent, and act generally under the direction of the Executive Council.
- (f) He shall jointly with the Editor be responsible for the issue and layout of *The Sub-Postmaster*. He shall report in the Journal in the fourth and eighth issues after Conference:-
  - (i) the number of any Resolutions which have not been laid before the Post Office;
  - (ii) the number of any Resolutions rejected by the Post Office and reason for their rejection.
- (g) Unless otherwise determined by the Executive Council:-
  - (i) any negotiations for the purchase, acquisition, or the taking on lease or licence of any property (real or personal) or advertisements or correspondence inviting tenders for work to be performed for or goods to be supplied to the Federation may be carried out by, placed or conducted through the General Secretary; and
  - (ii) the General Secretary shall (subject to and after receiving any appropriate approval) be authorised to accept on behalf of the Federation any offer concerning the matters referred to in paragraph (i) above and, save where the Trustees or some other officer or person shall be required by law or these Rules to execute any agreement deed or document on behalf of the Federation, the General Secretary may do so;
  - (iii) all contracts shall (if reasonably possible) be in writing.

### **Deputy General Secretary**

The Executive Council shall have the power to appoint a Deputy General Secretary and to enter into an agreement with him as to the terms of his appointment, and shall report particulars of any change in the terms of his appointment to the members assembled at the Annual Conference.

The duties of the Deputy General Secretary shall be determined by the General Secretary.

### **Assistant Secretary**

The Executive Council shall have power to appoint an Assistant Secretary and to enter into an agreement with him as to the terms of his appointment, and shall report particulars of any change in the terms of his appointment to the members assembled at the Annual Conference.

The duties of the Assistant Secretary shall be determined by the General Secretary.

### **Removal of General Secretary, Deputy General Secretary and Assistant Secretary**

The Executive Council shall have the power to remove the General Secretary, Deputy General Secretary and Assistant Secretary by not more than 12 months' notice, or without notice in the case of fraud, bankruptcy or breach of any of the employee's stipulations contained in the service agreement.

### **Clerical Assistance**

Clerical assistance shall be provided as the Executive Council shall from time to time determine.

### **Terms and Conditions of the Secretariat**

In this sub-Rule, "The Secretariat" means the person from time to time holding the following offices in the Federation, and each of them:

the General Secretary;  
the Deputy General Secretary;  
all Assistant General Secretaries.

The terms and conditions of all contracts and employment between the Federation and any members of the Secretariat and of all other contracts, agreements or arrangements between the Federation and any members of the Secretariat shall be negotiated on behalf of the Federation by the Executive Council. All decisions concerning the same and all professional advice which the Federation considers it necessary or desirable to obtain on its behalf shall be made or obtained (as the case may be) by the Executive Council.

Each member of the Secretariat shall inform the Executive Council in writing as soon as reasonably practicable:

- (i) of any actual or proposed contract of employment, or other contract, agreement or arrangement to which this sub-Rule applies or will or is likely to apply; and

- (ii) of any other matter in which the duties of such member to the Federation and such member's personal interest conflict or may reasonably be thought to conflict. Such Member shall take no action in relation to such matter pending instructions from the Executive Council.

## **IX - TRUSTEES**

- (a) There shall be 3 Trustees, who shall be members of the Executive Council and shall be appointed at the Annual Conference and shall hold office during the pleasure of the Federation, but in any event, not after they cease to be members of the Executive Council.
- (b) In the event of any Trustee dying, resigning, being removed from office, or ceasing to be a member of the Executive Council, another shall be appointed by a majority of members of the Executive Council to act until the next Annual Conference.
- (c) All property belonging to the Federation shall be vested in the Trustees. The Trustees shall be responsible for all deeds and documents, and securities for money and shall produce the same for inspection by the Auditors as and when required by them.
- (d) The Trustees shall from time to time, as required and upon the authority of the Executive Council convey to them in writing and which shall be a complete discharge and indemnity to the Trustees from all liability on compliance therewith:-
  - (i) Invest, re-invest and vary the investments of the funds of the Federation as may be resolved upon by the Executive Council in such securities (including the purchase of real or leasehold properties) as may be deemed desirable, and may raise money by loan or otherwise on the security of any such securities or properties in such terms as they may consider suitable.
  - (ii) Pay to the Executive Council or to such persons as they may appoint such sums of money as may be required for the claims and expenses of the Federation from the funds applicable thereto.

## **X - ANNUAL CONFERENCE**

- (a) The Annual Conference of delegates shall be held each year on such days as may be fixed by the Executive Council and at such place as the members may decide. Branch delegation shall be on the basis of 1 delegate per 50 Branch members or part thereof, and Regional Council delegation on the basis of 1 delegate per Regional Council and only accredited delegates shall be allowed to speak or vote. Only Sub-Postmasters who are members of Branches of the Federation shall be appointed as delegates. The members of the Executive Council and the General Secretary and Deputy General Secretary and/or Assistant General Secretary shall be ex officio delegates to Conference and may on the instructions of the Executive Council, move, second, or reply to any Resolution on behalf



of the Executive Council, but they shall have no voting powers, nor may they exercise card votes. A separate part of the Conference Hall shall be set apart for visitors.

- (b) All proposals for additions or alterations to the Rules, nominations for office during the ensuing year, and notices of motion must be sent to the General Secretary not less than 8 weeks before the Annual Conference and shall then be arranged and printed on the Agenda for the Annual Conference, a copy of which with a copy of the balance sheet and accounts must be sent to all members by the General Secretary 3 weeks before the Annual Conference.
- (c) At the Annual Conference:-
  - (i) The Executive Council shall submit a report of the work done during the year, with recommendations as to future policy.
  - (ii) The Treasurer shall submit a fully audited balance sheet and accounts showing the financial position of the Federation.
  - (iii) The Editor shall submit a report of his work.
  - (iv) The result of the election of the Executive Council shall be published in the Supplementary Report in the April edition of *The Sub-Postmaster*.
  - (v) Other matters calling for attention shall be considered.
- (d) General arrangements of representation and of Conference business, including Reports and Resolutions, shall be subject to the Standing Orders for Conference from time to time approved by the Executive Council and published in the delegates' Conference Agenda booklet. Such Standing Orders shall be adopted by resolution at the opening session of the Annual Conference.
- (e) The Executive Council may at the appropriate Executive Council meeting accept any such Resolutions of which notice of motion has been given as the Executive Council may deem fit, and show these resolutions on the Conference Agenda as being acceptable to the Executive Council. Such resolutions shall be read and voted on at the Conference without discussion. Should there be any objection to the adoption of any such resolution any delegate may make such objection known to the General Secretary before the adoption of Standing Orders and the resolution shall be reinstated for full discussion. If any resolution is of such importance that the Executive Council feel that it should be discussed in spite of their agreement the resolution should be endorsed "A" for discussion.
- (f) Conference decisions shall be binding on all members of the Federation, provided that, if it shall appear to the Executive Council on further consideration that any decision with regard to remuneration, terms of service or working conditions shall not be practicable or in the best interests of the Federation as a whole, the Executive Council shall in any negotiation with the Post Office concerning such matters, retain full discretion to conduct such negotiations in such manner and to approve and agree such terms and conditions as

they may deem fit, provided such variance is reported in the January issue of *The Sub-Postmaster* in the following year.

## **XI - SPECIAL CONFERENCES**

A Special Conference of delegates shall be convened by signature on a simple petition and/or signed letter of not less than 1000 members of the Federation, or by a resolution of the Executive Council, not less than 14 days' clear notice being given, with a statement of the business to be considered. Such Conference shall be held within 3 months of the receipt of the requisition.

Delegates shall be on the same basis as that for the Annual Conference. The Standing Orders for Conference other than those relating to Annual Reports and Balance Sheets shall apply to a Special Conference in like manner as to Annual Conference except where and so far as the same would conflict with the provisions of this Rule.

## **XII - POSTAL QUESTIONNAIRE**

The Executive Council may obtain the opinion of members of the Federation on any matters needing immediate and widely extended attention by means of a postal Questionnaire, notice being given in *The Sub-Postmaster* requesting replies to certain set questions. The replies shall then be laid before the Executive Council for their consideration.

## **XIII - ALTERATION TO RULES**

The Rules of the Federation may be only added to, rescinded, or amended by a two-thirds majority vote passed at any Conference in accordance with the foregoing Rules and the Standing Orders for Conference.

## **XIV - DISSOLUTION**

- (a) The Federation may be dissolved at any time by a two-thirds majority vote passed at any Annual or Special Conference in accordance with the foregoing Rules and Standing Orders for Conference, provided that at least 3 months' previous notice of such resolution to be moved at such Conference be given in *The Sub-Postmaster*.
- (b) On such dissolution the assets of the Federation shall be realised by the Trustees, who shall distribute any net balance available after payment of all claims and liabilities, equally amongst all those who were members of the Federation immediately prior to the passing of such resolution.

## **XV - MISCELLANEOUS**

- (a) Each member shall be supplied with a copy of *The Sub-Postmaster* from the date of entry into membership.

- (b) The books of account of the Federation and the names of members shall be made available by the Treasurer and the General Secretary respectively for inspection at the offices of the Federation by any person having an interest in the funds of the Federation.
- (c) These Rules shall be binding upon every member of the Federation, and shall be published in *The Sub-Postmaster* after each Annual Conference.

## **MODEL SET OF RULES FOR BRANCHES**

(NOTE - These Rules may be altered to suit the requirements of any particular Branch, provided that, as altered, they do not conflict with or infringe the Rules of the National Federation. Branch Rules or amendments to Branch Rules must be submitted to the Executive Council within 14 days of adoption. It is advisable, therefore, for Branches to submit their draft Rules to Federation Headquarters as soon as possible after adoption (and before they are printed) to ensure that they are in a form acceptable to the Executive Council).

- 1) **Title.** This Branch shall be called “The ..... Branch of the National Federation of Subpostmasters”.
- 2) **Status.** This Branch shall be affiliated to the National Federation of Subpostmasters (thereinafter called “The Federation” and shall be subject to the Rules of the Federation.
- 3) **Objects.** The objects of this Branch shall be (a) similar in all respects to those of the Federation within the area of this Branch and (b) generally to promote and defend the interests of Subpostmasters and to cooperate with other organisations having similar objects and interests.
- 4) **Membership**
  - a) All Subpostmasters (which terms includes SubPostmistresses for the purpose of these Rules) in the Branch area and all firms or companies carrying on the business of a Sub Post Office in the Branch area shall be eligible for membership.
  - b) Each application for membership shall be submitted to the Branch Secretary for approval by the Branch and if the application is approved the Branch Secretary shall enter the member’s name on a Register of members and notify the General Secretary of the Federation.
  - c) Members shall pay subscriptions at such rates and on such dates as the Rules of the Federation may require.
  - d) Any Subpostmaster, Firm or Company being a Branch member and ceasing to be a member of the Federation for whatsoever reason (including expulsion therefrom) shall cease immediately to be a member of the Branch.
  - e) Honorary members of the Branch may be elected by the Branch Committee and may attend and speak at any Annual or Special General Branch Meeting or at any ordinary Branch meeting, but shall not be entitled to vote.
  - f) A member of the Federation retiring may become an Associate member of the Branch and may attend and speak at any Annual or Special General Branch Meeting or at any ordinary Branch meeting but shall not be entitled to vote.
  - g) Members intending to withdraw from the Branch while still eligible for membership must give written notice of their intention on or before 31 December



in any year, and in the absence of such notice they shall be liable for a full year's subscription for the ensuing year

- h) No member shall be entitled to vote at any meeting if his subscription has been applied for and is 6 months in arrears

**5) Officers and Committee**

- a) The Officers shall consist of a President, Vice- President, a Treasurer, a Secretary, an Auditor, a Benevolent Member, and a Committee of members all of whom shall be elected at the Annual General Meeting and shall take office immediately on their election. They shall all retire at the next following Annual Meeting but shall be eligible for re-election. The Officers shall be ex-officio members of the Committee for the current year.
- b) If any of the above mentioned offices or a seat on the Committee shall fall vacant from whatsoever cause between Annual General Meetings the vacancy may be filled (until the next Annual General Meeting) at any Special General or Ordinary Branch Meeting providing 2 weeks' notice of the vacancy shall first have been given to every Branch member.
- c) The Branch Committee, Secretary and/or Treasurer may be removed from office at a meeting of the Branch called for that purpose and such meeting may fill the vacancy or vacancies.

- 6) Annual General Meeting.** The Annual General Meeting shall be held in the month of ..... or ..... in each year.

- 7) Special General Meeting.** A Special General Meeting of the Branch shall be called within 21 days upon the requisition of any 7 members by stating their object and giving notice in writing to the Secretary, or at any time on the authority of the President and the Secretary.

- 8) Ordinary Branch Meetings.** These shall be held at least four times a year.

- 9) Notice of Branch Meetings. Conduct of Branch Meetings and Voting.**

- a) The Secretary shall give the following written notice of meetings to all members
  - i) Annual General Meetings: 14 days.
  - ii) Special General Meeting and Ordinary Branch meetings: 7 days.

- b) The President or Vice-President shall normally preside at all such meetings and ..... shall form a quorum. Voting shall be by show of hands and the Chairman shall have a casting vote.

- 10) Committee Meetings.** The Branch Committee shall meet at such times and places as may be deemed advisable by the President and the Secretary ..... shall form a quorum.

- 11) **The Secretary.** He shall keep a Register of members and the minutes of all the proceedings of the Branch and of the Branch Committee. The Register and the Minute Books shall be open to the inspection of any member at any Branch meeting or on reasonable notice at any other time. The Secretary shall present the report at the Annual General Meeting.
- 12) **The Treasurer.** He shall make up the Branch accounts and produce a statement and balance sheet at the Annual General Meeting, signed and certified correct by the Auditor. A copy of the balance sheet shall be sent to the General Secretary of the Federation by 31 March and to each member before the Annual General Meeting. He shall pay all Branch funds into a deposit or current account at National Giro Bank, the National Savings Bank or any other Bank in the name of the Branch, and cheques and orders or applications for payment drawn thereon shall be signed by two persons. All Branch funds after payment of Affiliation Fees to the Federation shall be applicable to objects and purposes of the Branch so long as such objects and purposes are not extraneous from or inconsistent with the objects and purposes of the Federation.
- 13) **Miscellaneous.** A copy of the Rules of the Branch and a membership card shall be supplied to each member.
- 14) **Alteration of Rules**
  - a) Rule 2 shall not be altered or rescinded.
  - b) No other rule shall be altered or rescinded and no new rule shall be adopted except by a two-thirds majority vote of those present and voting at an Annual General Meeting or at a Special General Meeting convened for that purpose. Not less than 21 days' notice of any proposed alteration, rescindment or new rule must be given to the Secretary who shall lay it before the Committee and give 7 days' notice with full particulars to all members.
- 15) **Dissolution.** The Branch may be dissolved at any time by a two-thirds majority vote of Branch members present and voting passed at any Annual or Special General Meeting provided that at least two months' previous notice of such resolution shall be given to each Branch member and provided further that the approval of the Executive Council of the Federation shall first have been obtained. On such dissolution, the next assets of the Branch after payments of all debts and liabilities shall be transferred to the Federation.

## **THE BENEVOLENT FUND**

The Benevolent Fund is a registered charity which was founded in 1944 to help serving or retired Sub-Postmasters and their dependants who fall on hard times.

The Fund is administered by a Board of Benevolence whose members are elected by each Regional Council. The Board elects its own Chairman. Administration costs are minimal, the majority of work being voluntary. Cases are submitted to the Board of Benevolence for consideration and are treated in the strictest of confidence. The main aim of the Fund is to provide help quickly when it is most needed.

For its income the fund relies on voluntary contributions deducted monthly from salaries and from individual donations and local Branch activities.

Each Branch is encouraged to elect one member to serve as Benevolent Officer. This member is responsible for local fund raising and case investigation.

## **BENEVOLENT FUND**

### **CONSTITUTION AND RULES**

#### **OBJECTS**

- 1 The object of this Fund is to grant temporary assistance in cases of financial need to
  - a) Serving or retired Sub-Postmasters
  - b) Serving or retired full-time employees of the National Federation of Sub-Postmasters
  - c) The widows, widowers and children of any of the aforementioned persons resulting from
    - i) Breakdown in health.
    - ii) Death of husband, father, wife or mother.
    - iii) Domestic distress.
- 2 The Board of Benevolence (hereinafter called the Board), notwithstanding anything contained in these rules, shall have discretionary powers to relieve any exceptional cases which may be brought to their notice.
- 3 The intention of the Benevolent Fund is to use its Funds in order that those who have contributed shall in time of need be accorded priority of consideration.

#### **ADMINISTRATION**

- 4 The administration and control of the Fund shall be vested in the Board of Benevolence which shall consist of one Executive Officer elected from and by each Regional Council



of the National Federation of Sub-Postmasters; the names of such representatives to be intimated at the meeting of the Executive Council held immediately following the Annual Conference. All members of the Board of Benevolence to retire annually, but shall be eligible for re-election. In the event of a vacancy occurring by death or otherwise, during the year, the Regional Council affected shall have power to elect another representative.

- 5 It shall be the duty of the Board to submit to the Executive Council at each ordinary meeting of the Executive Council a report of its proceedings. It shall also submit an annual report and balance sheet to the members of the Federation at the Annual Conference, and such shall be included in the Annual Report of the Federation and printed in *The Sub-Postmaster*.
- 6 The Board shall meet at each meeting of the Executive Council and at such other times as may be necessary.
- 7 The quorum necessary for conducting the business of the Board shall be seven members personally present at the meeting.
- 8 The Chairman at every meeting shall be the Chairman or the Vice-Chairman, of the Board, and he shall have a second or casting vote. In the absence of the Chairman or Vice-Chairman, the Board shall elect a chairman who shall have a second or casting vote.

## **OFFICERS AND COMMITTEES**

- 9 The Board shall appoint a Chairman, Vice-Chairman, and such other officers and sub-committees as it may deem necessary to carry out the work of the Board. The Secretary and Treasurer of the Fund shall be the General Secretary for the time being of the National Federation of Sub-Postmasters. He shall have power to delegate the work to a senior member of his staff.
- 10 Minutes of the meetings of the Board and any other necessary meetings, shall be kept by the Secretary/Treasurer and confirmed at the next meeting of the Board.
- 11 Each constituted Branch of the Federation shall appoint one of its members as Benevolent Member. The duties of such member shall be to create and foster in such Branch interest in the Benevolent Fund and its work. Such member shall also, when required, investigate cases in that area on behalf of the Board, who shall pay any out-of-pocket expenses incurred in such investigation.

## **FINANCE**

- 12 The methods of raising money for the Fund shall be by voluntary subscriptions, authorised deductions from salaries, donations, legacies, interest from investments, and by such other means as the Board may from time to time deem advisable, subject to confirmation by the National Executive.



- 13 The financial year shall coincide with that of the Federation.
- 14
- a) It shall be competent for the Chairman of the Board together with the Secretary/Treasurer to deal with cases requiring immediate relief and to make monetary grants in respect thereto not exceeding £200 in any one case. In the unavoidable absence of one or other of these Officers, the consent of the Vice-Chairman to the grant of any immediate relief shall be obtained.
  - b) All payments, except in emergency cases, shall be made by cheque signed jointly by the Chairman and Secretary/Treasurer, or such other persons as may be authorised by minute of the Board.
- 15 The auditors of the Fund shall be the firm of accountants who are appointed to audit the accounts of the Federation.
- 16 The funds of the Benevolent Fund shall be kept in the name of the fund in an account placed with the bankers of the National Federation of Sub-Postmasters. All sums received on account of the Fund shall be paid into the bank and all cheques on the bank shall be drawn as instructed in rule 14 (a) and (b).

## **TRUSTEES**

- 17
- a) The funds and property of the Benevolent Fund shall be vested in three Trustees, elected from and by the Board of Benevolence.  
  
The Trustees shall respectively continue in office during their lives, or until they resign or cease to be members of the Board of Benevolence, or are removed by resolution of a meeting of the Board of Benevolence. Vacancies in the body of Trustees shall be filled by the Board who shall have power to remove a Trustee. Any changes arising from the implementation of this rule shall be reported to the Annual Conference of the Federation.
  - b) All funds which are controlled by the Board through the Trustees shall be invested in securities, authorised by law for the time being for the investment of trust funds.

## **FUNCTIONS OF BOARD OF BENEVOLENCE**

- 18
- a) The Board shall have power to accept subscriptions, appoint officers whose appointment is not otherwise provided for under these rules, engage officers, make and alter bye-laws and regulations for the management of the Fund, and the

granting of donations, and other relief after due consideration has been given to the recommendations submitted by resolution from Federation members assembled at the Annual Conference; control and administer the funds, direct the investment of the funds and the change or realisation of investments, in the light of the advice of a person reasonably believed to be qualified to give advice by his ability in, and experience of financial matters; decide finally on all applications for relief, and the amount and mode of affording it, and whether by donation or otherwise, according to the circumstances of the case and the person to be relieved, and generally to conduct the business of the Fund.

- b) The Board shall also have the power to appoint from time to time sub-committees to deal with and make reports on any specific case brought to the notice of the board, and such sub-committee may consist of one person only. Any expenses incurred by the activities of the sub-committee shall be discharged out of the funds of the Benevolent Fund. Any sub-committee shall have the power to co-opt a member of the Executive Council to assist in the duties which have been delegated to them or him by the Board.
- c) The out of pocket expenses of the members of the Board of Benevolence, and any co-opted Executive Officer, shall be paid from the funds of the Benevolent Fund.

#### **CANDIDATES FOR ASSISTANCE**

- 19 No applicant for assistance can by contribution or otherwise secure any certain right to assistance, and the Board's power to grant or refuse assistance shall be exercisable in their sole discretion.
- 20 No case of business financial difficulty or appeals for monetary loans can be entertained.
- 21 The Fund is not intended to be used for the purpose of granting pensions except in special circumstances or cases at the discretion of the Board.
- 22 The interest in grants shall be kept entirely for the personal benefit of the beneficiary or his/her dependant, and cannot be assigned or taken by creditors in any circumstances. Every grant shall cease to be payable if the beneficiary shall assign or encumber the same or anticipate payment thereof or if he or she shall make any false representation to the officials of the Fund.
- 23 All applications for assistance shall be made in writing in the form prescribed by the Board from time to time, and shall be verified in such manner as the Board shall require. All applicants must satisfy the Board regarding their means and that any sick insurance or pension or other benefits to which they are legally entitled have been secured, and to disclose particulars or applications for assistance made elsewhere.

#### **DISSOLUTION**

- 24 The fund may, at any time, be dissolved by two-thirds majority vote of the members of the Federation assembled at the Annual Conference, at least three months' previous notice having been given in *The Sub-Postmaster*. The remaining funds shall be disposed of among such charitable objects or for such charitable purposes as the Board of

Benevolence may recommend, subject to the approval of the National Executive Council of the Federation, and confirmation by the said Conference.

#### **ALTERATION OF RULES**

- 25 No alteration or addition to these Rules shall be made except by a majority vote at a meeting of the Board of which due notice shall have been given. Such notices shall specify the suggested alterations or additions which if passed by the Board shall be submitted to the National Executive Council for approval, subject to confirmation by the members of the Federation assembled at the Annual Conference.
- 26 Notwithstanding anything to the contrary contained in or implied by these Rules, no alteration or addition shall be made which would alter the objects of the Fund to non-charitable ones or which would cause the Fund to cease to be established as a charity in law.



## **STANDING ORDERS FOR CONFERENCE**

- 1 The National President of the Federation shall be Chairman of Conference, or in his absence the Vice President.
- 2 The Conference sessions shall commence at the times printed in the Agenda. These times may be varied by the authority of the Chairman of Conference. There shall be no smoking in the Conference Hall during these sessions.
- 3
  - a) That at each Conference the mover of a Motion shall have 6 minutes to speak, the seconder and each other speaker shall have 4 minutes. After the Executive Council response has been put, the mover of the Motion shall have 5 minutes for the right to reply. The mover of a Reference Back shall have 6 minutes to speak (a Reference Back does not require a seconder). Each other delegate who speaks to the Reference Back shall have 4 minutes. The mover of a Reference Back does not have the right to reply. Without the consent of the Chairman, delegates shall not be allowed to speak more than once on the same Motion or Reference Back.
  - b) Where a Motion printed on the Agenda is rated by Standing Orders Committee as an amendment to another Motion, and is the subject of a separate vote, the mover of such amending Motion shall have the same right of reply immediately preceding the vote on the amendment, as if his Motion were being put by itself.
  - c) That subject to the same conditions in paragraph 3a, if Conference so decides, the seconder and each other delegate who speaks to the same, shall have 3 minutes and the mover shall have 5 minutes for the right to reply.
  - d) Additionally, if necessary, the Standing Orders Committee may recommend to Conference to change 'Accept "A"' motions to 'Accept'.
  - e) Election of National President and Vice-President. that in each case the proposer shall be allotted 4 minutes' speaking time and the seconder 2 minutes, and this to be followed by formal approval of Conference. Proposers and seconders for the Motions of Honorary membership shall also be allowed 4 minutes and 2 minutes respectively.
- 4
  - a) That all notices of Motions be received at least 8 weeks prior to Annual Conference by the General Secretary, that they may appear on the printed Agenda and should be in the name of the Executive Council or a Regional Council or **District** Committee or Branch, except that a Regional Council may submit a motion of an urgent or special nature by giving notice of not less than 28 days to the General Secretary. Regional Councils may submit Emergency Motions; such Motions must be presented in writing to the National President within 48 hours of the commencement of the last session of Conference. The inclusion of an Emergency Motion on the agenda will be at the discretion of the National President.
  - b) No Motion can form part of the Conference Agenda for 2 consecutive years.

- c) References Back on the Annual Report will be subject to the same submission procedure as Motions. References Back on the Supplementary Report must be submitted in writing not less than 14 days before the date of Conference. A resumé of the References Back should be provided at the time of their submission.
- 5 That as far as possible the Agenda be previously printed in *The Sub-Postmaster*.
- 6 That all officers' Annual Reports with the Balance Sheets be published in *The Sub-Postmaster* prior to the Annual Conference.
- 7
- a) That the questions to the officers be submitted in writing and sent to the officer concerned 7 days before Annual Conference, in order that a complete answer may be prepared. That all amendments to, or Motions arising out of, these reports be sent to the General Secretary prior to the Annual Conference.
  - b) Questions to Executive Officers may be taken immediately after the moving of the clause but will only be allowed on subjects raised in the verbal report and with the permission of the National President.
- 8 That the Standing Orders Committee shall consist of one representative from each Region and one representative elected by the Executive Council. It shall be the duty of that Committee to classify Motions and to arrange for the amalgamation of Motions of a similar nature, to be presented and discussed in place of separate Motions, and to recommend the order in which the Motions shall be taken at Conference.
- 9 That Standing Orders Committee are authorised:
- a) To delete from the Conference Agenda such matters that have been successfully dealt with or are, at the time of Conference, being favourably dealt with by the Department. The General Secretary to indicate to the Committee the matters coming under this heading;
  - b) To amend a Motion to be a Reference Back where applicable; and
  - c) To reject a Motion and to indicate it to be dealt with in correspondence with Federation Headquarters.
- 10 That all Motions withdrawn at Conference through pressure of time shall, if presented again, take precedence in the second day's Agenda at the next Conference.
- 11 The following rules shall govern voting at Conference:
- a) All the delegates present at Conference shall be entitled to vote except when a Card Vote is taken. At the Chairman's discretion, tellers may be requested to count such votes. When tellers are called, the doors shall be secured.

- b) A Card Vote may be demanded after a vote by show of hands has been taken, if not less than 20 delegates present signify, by standing, their desire for a Card Vote.
  - c) Branches shall on a Card Vote be entitled to record the votes in accordance with the audited paid up membership in the preceding year, such votes being cast in total either for or against the Motion.
  - d) A Branch which is unable to send representatives to Conference may nominate some other delegate to exercise the Card Vote.
  - e) When a Card Vote is being taken, only those holding cards shall be entitled to vote. The number of votes recorded shall be indicated on a voting slip, which shall be handed to the tellers; only one slip in respect of each Branch being used for each Card Vote.
  - f) The number on the slips for or against the Motion shall be counted by the scrutineers and reported to the Chairman of Conference, who will then announce the result of the vote.
  - g) Voting slips bearing the number of votes to which each Branch is entitled, and a Card signed by the General Secretary authorising the delegate to vote, shall be forwarded by the General Secretary to the Secretary of each Branch at least 14 days prior to Annual Conference.
  - h) The number of Card Votes to which a Branch is entitled in respect of any Conference shall be based upon the number of affiliation fees paid by the Branch in respect of the previous year, as recorded in the balance sheet for that year, such affiliation fees, which fall due in December, to be included in the balance sheet, must have been paid not later than the 15th January following.
- 12) Any proposals to withdraw Motions, as printed on the published Agenda, or to change motions from 'Accept' to 'Accept "A"', must be notified in writing to the Standing Orders Chairman by 0900 hours on the first day of Conference. These alterations will be incorporated in the Standing Orders Report which is moved at the commencement of Conference.
  - 13) That in the event of the Chairman's ruling being challenged, the Motion for upholding the same shall be put to the Conference without debate. Unless two-thirds of the members present vote against the Motion, the Chairman's ruling must stand.
  - 14) That a two-thirds majority of those present be required for the suspension of any Standing Order.



## **DATES AND PLACES OF ANNUAL CONFERENCE**

1897 Wakefield	1943 Leeds	1990 Jersey
1898 Nottingham	1944 Scarborough	1991 Glasgow
1899 Birmingham	1945 Blackpool	1992 Torquay
1900 Manchester	1946 Cardiff	1993 Scarborough
1901 Liverpool	1947 Edinburgh	1994 Bournemouth
1902 London	1948 Belfast	1995 Blackpool
1903 Southport	1949 Folkestone	
1904 Bradford	1950 Torquay	
1905 Blackpool	1951 Gt Yarmouth	
1906 Manchester	1952 Douglas	
1907 Huddersfield	1953 London	
1908 Liverpool	1954 Scarborough	
1909 Sheffield	1955 Skegness	
1910 Glasgow	1956 Llandudno	
1911 Cardiff	1957 Aberdeen	
1912 Dublin	1958 Southsea	
1913 Exeter	1959 Portrush, NI	
1914 Nottingham	1960 Torquay	
1915 <i>Conference Suspended</i>	1961 Clacton	
1916 Bolton	1962 Morecambe	
1917 London	1963 London	
1918 Leeds	1964 Scarborough	
1919 Newcastle upon Tyne	1965 Skegness	
1920 Edinburgh	1966 Swansea	
1921 Portsmouth	1967 Rothesay	
1922 Derby	1968 St Helier	
1923 Liverpool	1969 Portrush	
1924 York	1970 Torquay	
1925 Bournemouth	1971 Clacton-on-Sea	
1926 Cardiff	1972 Isle of Man	
1927 Aberdeen	1973 Bournemouth	
1928 Margate	1974 Scarborough	
1929 Birmingham	1975 Skegness	
1930 Weston-Super-Mare	1976 Llandudno	
1931 Gorleston	1977 Edinburgh	
1932 London	1978 Jersey	
1933 Belfast	1979 Isle of Man	
1934 Whitley Bay	1980 Torquay	
1935 Chester	1981 Scarborough	
1936 Edinburgh	1982 Bournemouth	
1937 Plymouth	1983 Harrogate	
1938 Ryde	1984 Torquay	
1939 Birmingham	1985 Scarborough	
1940 Leicester	1986 Bournemouth	
1941 Leicester	1987 Llandudno	
1942 Leicester	1988 Torquay	
	1989 Scarborough	

## **PAST PRESIDENTS**

1897	Mr J Ranns	1944	Mr J S C Tilley	1991	Mr F Shuter
1898	Mr J Ranns	1945	Mr B Rowlands	1992	Mr J Brennan
1899	Mr J Ranns	1946	Mr R Langmuir	1993	Miss E O Parcell
1900	Mr R Moston	1947	Mr H J Allsop JP	1994	Mr H Atkins
1901	Mr J W Haigh	1948	Ald. H P Bell BEM		
1902	Mr H Buckley	1949	Mr C V Horsley BEM		
1903	Mr W K Inglis	1950	Mr A Walker MBE		
1904	Mr W K Inglis	1951	Mr A Jacobs		
1905	Mr J Ranns	1952	Ald. H Turner		
1906	Mr J Ranns	1953	Mr J H Tremayne		
1907	Mr J Ranns	1954	Mr A L Howie		
1908	Mr J Ranns	1955	Ald. J S Pollard JP		
1909	Mr B Verity	1956	Mr A Smith		
1910	Mr B Verity	1957	Mr H V Atkins		
1911	Mr W Brook	1958	Mr A Basen MBE		
1912	Mr J Fielding	1959	Mr H Lewis		
1913	Mr J Fielding	1960	Mr R E Jones		
1914	Mr W J Reed	1961	Mr T B McMain		
1915	Mr W J Reed	1962	Mr E G Hale		
1916	Mr E Bradley	1963	Mr J Humphries		
1917	Mr J Slevin	1964	Mr E E Laughton MBE		
1918	Mr W Neale	1965	Mr C Lewis-Ford		
1919	Mr W Neale	1966	Mr T G Richards BEM		
1920	Mr R Fulton	1967	Mr P H Rayson		
1921	Mr F G Fraser	1968	Mr N E Byford		
1922	Mr J Harris	1969	Mr R Dickson BEM		
1923	Mr W P Hunt	1970	Mr F M L Cooke		
1924	Mr J Davidson	1971	Mr H Garn		
1925	Mr J E Stewart	1972	Mr W I Hughes BEM		
1926	Mr R J Goodrich	1973	Mr W H Hayes		
1927	Mr C J Honisett	1974	Mr W H Dudley		
1928	Mr A St Clair White	1975	Mr S G Burford		
1929	Mr H Higgins	1976	Mr T W Leonard BEM		
1930	Major H C Gould	1977	Mr E Hadley		
1931	Mr J W Tirrell	1978	Mr R Ratcliffe BEM		
1932	Mr C Lough	1979	Mr J Sherwood		
1933	Mr F O Edney	1980	Mr E F Mackenzie BEM		
1934	Mr H B Chambers BEM	1981	Mr J McKenna BEM		
1935	Mr A C Tanner	1981	Mr K Ingle		
1936	Mr G Barrett OBE	1982	Mr A Buggs		
1937	Mr W N Buckinham BEM	1983	Mr A M Burrows		
1938	Mr E R Kirkpatrick	1984	Mr J Dowdle BEM		
1939	Mr M Thomas	1985	Mr D Batey BEM		
1940	Mr J Fairholme	1986	Mr I Abernethy BEM		
1941	Mr T Molyneux	1987	Mr B Jay		
1942	Mr D Martin	1988	Mr B W Croydon		
1943	Mr R Armitage	1989	Mr A H Potter BEM JP		
		1990	Mr J G Burke		

**HONORARY MEMBERS OF THE FEDERATION**

1974 Mr N E Byford  
1975 Mr H Garn  
1977 Mr J Humphries  
1978 Mr J Elder  
1981 Mr W H Hayes  
1982 Mr P Rayson  
1982 Mr J Sherwood  
1983 Mr W Dudley  
1984 Mr C Lewis-Ford  
1985 Mr E Hadley  
1985 Mr A Warbis  
1985 Mr T Leonard BEM  
1987 Mr W I Hughes BEM  
1987 Mr D L Sleith  
1987 Mr C L Turner BEM  
1988 Mr D Batey BEM  
1988 Mr R Ratcliffe BEM  
1989 Mr D Gosling  
1990 Mr A G Buggs  
1990 Mr R Hayhurst  
1990 Mr B Jay  
1991 Mr R Ward JP  
1992 Mr J McKenna BEM  
1992 Mr A Morgan  
1992 Mr A Potter BEM JP  
1994 Mr F Shuter  
1995 Mr B Melton  
1995 Mr R Slack



## **SECTION 2 - MEMBERSHIP BENEFITS**

## **INSURANCE POLICIES**

### **INJURY FROM ATTACK**

## **EAGLE STAR INSURANCES**

### **FEDERATION “INSURANCE AGAINST ATTACK” SCHEME**

The Federation’s Malicious Attack Policy provides a benefit for all Sub-Postmasters, their families and staff who may be injured in the course of a criminal attack whilst engaged on Post Office business, of £50 per week (for up to two years) whilst totally incapacitated from carrying out their duties. Benefits under this policy are conditional upon the Sub-Postmaster being a member of the Federation.

### **OTHER INSURANCES**

The particular needs of Sub-Postmasters have been catered for by Eagle Star for over 50 years. Federation members who take out their insurance with Eagle Star will receive special discounts on the premiums they pay providing they stipulate they wish to be part of the Federation scheme. A brief description of some of the policies available is shown below.

#### **Business Insurances**

##### ***Tradestar Shop Policy***

- Wide cover for Post Offices and retail activities
- Special optional sections for Post Office stock, Post Office salary and anti-bandit screens
- Standard policy excess deleted free of charge
- FREE 24-hour legal and glass replacement helplines
- 15% discount for Federation members

##### ***Tradestar Motor***

- includes policies for most types of business vehicles
- 15% discount for Federation members

**FOR FURTHER INFORMATION ON BUSINESS INSURANCES, PLEASE CONTACT THE SUB-POSTMASTERS HELPDESK ON (0345) 554433**

#### **Personal Insurances**

##### ***Homechoice - Private Home Insurance***

- Home contents cover up to £35,000
- Interest free monthly instalments
- 10% security discounts
- Special discount for Federation members

##### ***MotorQuote - Private Car Insurance***

- Interest free monthly instalments
- FREE 24-hour helpline and security etching
- Nationwide network of authorised repairers
- Special discount for Federation members

FOR FURTHER INFORMATION ON PERSONAL INSURANCES, PLEASE CALL

**GRO**

**Pensions, Investments and Mortgages**

***Rainbow Personal Pensions***

- Tax-free contributions from only £30 a month
- Tax-free cash lump sum on retirement
- Choose from 13 investment funds including with-profits

***Rainbow Investments***

- Choose from 12 unit trusts
- Enjoy the tax advantages of a PEP investment
- Lump sum investments from £1000
- Regular savings from £40 a month

***Mortgages***

- Fixed rate available
- Low start options
- Competitive endowment rates
- Unit linked repayment option

**VALUABLE DISCOUNTS APPLY FOR PENSIONS, INVESTMENTS & MORTGAGES. THESE VARY ACCORDING TO THE POLICY. FOR FURTHER INFORMATION, PLEASE CONTACT MR. S. SIMMONS ON 0345 554433.**

Eagle Star Life Assurance Company Limited is a member of LAUTRO. Eagle Star Unit Managers Limited is a member of LAUTRO, IMRO and the UTA.

Past performance is not necessarily a guide to future performance. The price of units can fall as well as rise and the value of investments cannot be guaranteed. Your home is at risk if you do not keep up payments on a mortgage or other loan secured on it.

Written details and quotations are available on request.

**HEALTH AND LEISURE**

**NATIONAL FEDERATION OF POST OFFICE AND BRITISH TELECOM PENSIONERS**

This organisation was formed in 1930 and provides for membership of retired staff of the Post Office and British Telecom and their wives and husbands. However, retired Sub-Postmasters and Sub-Postmistresses are also eligible to join. The Federation now has 265 branches with 94,000 members.

The Federation issues to its members a free quarterly Journal entitled *The Veteran* which enables an exchange of information between branches on their local activity, human interest stories and the latest information on pensioner matters. Each branch, subject to certain national rules, has its own autonomy. Members can decide how to provide for their own social outings and functions



but overall the national headquarters tries to protect members' pension rights and to preserve welfare coverage, as well as maintaining contact for those who require help and advice with their personal affairs.

The organisation holds a conference each year and every member has the opportunity, through his branch, of submitting motions and contributing to the formation of policies. Between conferences, the elected Executive Council keeps an eye on developments which affect pensioners and, where appropriate, make submissions to Government.

Members can also call upon the help of professional staff at the Headquarters in resolving personal problems with pension administration centres, the DSS or the Inland Revenue. The Federation also has its own Welfare Fund and local branches arrange visiting schemes.

The National Federation of Post Office and British Telecom Pensioners would welcome applications from retired Sub-Postmasters and Sub-Postmistresses who would be interested in supporting their work for an improved standard of living for all pensioners. Membership details or further information can be obtained from *Mrs Gay Appleby, General Secretary, NFPOBTP, Carlton Court, 64 Alma Street, Luton, Beds, LU1 2PR (Telephone Number 01582 459105).*

## THE POST OFFICE AND CIVIL SERVICE SANATORIUM SOCIETY

The Post Office and Civil Service Sanatorium Society is a Friendly Society funded by members' contributions. Membership of the Society is open to Sub-Postmasters together with their spouse plus any children. In some other cases, dependants may be eligible.

Membership of the Society includes the following benefits:-

- ⇒ **A Nationwide Consultation Service** - Consultations with a specialist are available throughout the UK for most conditions.
- ⇒ **Cancer Care** - Financial support to provide for post hospital treatment of cancer patients, including home nursing, home help, extra heating or special diets.
- ⇒ **Medical Treatment** - Diagnosis and treatment is provided for most medical conditions at our own, Beneden Hospital, in Kent. These include asthma and other respiratory illnesses and disorders of the stomach, bowels, kidneys, blood and glands.
- ⇒ **Surgical Treatment** - Designed principally to help members who are experiencing difficulty in obtaining treatment through the NHS. Specialities include: General Surgery, Gynaecology and ENT (Orthopaedic and Cardiac surgery is not available).
- ⇒ Benefits are available after 6 months' membership.
- ⇒ Children may remain beneficiaries regardless of age and status.
- ⇒ Membership may continue if you change employment.
- ⇒ Membership is continuous on retirement with contributions paid via your pension.

- ⇒ On the death of a member, beneficiaries covered for benefit can continue in membership.
- ⇒ The Society does not exclude anyone from benefit regardless of previous medical history.

Members who are interested in joining the Society should contact the ***Membership Services Manager, The Post Office and Civil Service Sanatorium Society, 29 St George's Place, York, YO2 2DT. (Telephone: [GRO]***

## **P&T LEISURE**

P&T Leisure, formerly known as the Post Office Fellowship of Remembrance Ltd, was set up as a memorial to the Post Office men and women who died in both World Wars. Membership of P&T Leisure is open to staff of the Post Office, including Sub-Postmasters, British Telecom and Girobank and retired personnel.

P&T Leisure provides 2 services to members:-

### **❑ Convalescent Benefit**

The primary purpose of the movement is to provide free convalescent accommodation to any member who may require it providing that six months subscriptions have been paid. A form of application, including a medical certificate, appears in the Annual Report of the Fellowship, which is published in September each year, which should, after completion, accompany any request for convalescent accommodation. Members requiring convalescence may be accompanied by a relative or friend, where accommodation is available, who will be subject to normal paying-guest charges.

### **❑ Holiday Accommodation**

After the provision of convalescent accommodation, the remaining accommodation is available for holiday purposes. During the seasonal months, that is May to the end of September each year, when the demands for accommodation exceed the amount of accommodation available, it has been necessary for many years to operate a simple but fair allocation system, which takes into account (a) the date of joining the Fellowship or (b) the date of last visit to one of the Centres during the seasonal period, whichever is the later. From October to April, accommodation is allocated as detailed in the Fellowship Annual Report. There is a three tier system of charges, namely November to February; March, April and October, and May to September, and the rates for these periods are also published in the Annual Report.

There are five holiday and convalescent centres in the UK, located at:

- Bryn Asaph, St Asaph, Clwyd
- Dumbleton Hall, Evesham, Worcestershire
- Brighton Hydro Hotel, Blackpool
- Waterhead Hotel, Coniston, Lake District
- Friars Carse, Auldgirth, Dumfries

Further details can be obtained from *P&T Leisure Centres, Freepost, Godalming, Surrey, GU7 1BR*

## **BRITISH UNITED PROVIDENT ASSOCIATION (BUPA)**

BUPA was founded in 1947 by a group of provident associations and was founded in order to give ordinary people and their families access to private medical care. BUPA currently has over 3 million members in the UK.

BUPA is unique in developing its own hospitals, having begun a hospital building programme in 1981. A network of BUPA medical Centres exists throughout the country, where over 130,000 people each year go for health screening. BUPA participating hospitals are grouped by geographical category for the purposes of determining premiums.

The BUPA Care Scheme provides cover for the cost of specialist consultations, medical treatment, medical care and hospital treatment. BUPA also offers advice on preventive medicine.

Anyone aged under 65 may apply to join BUPA Care and, once accepted, may continue in membership regardless of age.

The Federation operates a Group Scheme with BUPA to provide help for all Federation members. The Group Scheme benefits members by offering a 25% discount on premiums. Federation members who have retired from office may retain their membership following retirement. UK residents aged over 60 can claim tax relief on subscriptions for themselves and their spouses. Claims for age related tax relief can also be made by those paying on their behalf.

Federation Members who are interested and who need more information should write for further details to our Group Secretary, as follows:

The Group Secretary  
National Federation of Sub-Postmaster's Groups  
BUPA  
Gresham House  
44 North Road  
Brighton  
East Sussex  
BN1 1YT

## **CIVIL SERVICE MOTORING ASSOCIATION**

CSMA Membership is available to all current, former or retired employees of the Civil Service or ex Civil Service establishments such as the Post Office. Members of the Federation are eligible to join the Association.



Membership of the Association includes the following benefits:

- 24hr breakdown and recovery service, plus housecall
- Advantageous motor and home insurance rates
- Worldwide travel insurance
- Holiday travel and ferry discounts
- New car and motorcycle discounts
- Members private country club
- Members exclusive camping and caravanning club grounds
- Organised social and travel programme
- Discount shopping scheme
- Local groups

An in-house magazine *Motoring & Leisure* regularly updates members on CSMA benefits and activities.

Federation members who are interested in finding out more should write to:

***Civil Service Motoring Association Ltd, Department M, Britannia House, 95 Queens Road, Brighton, East Sussex, BN1 3WY Tel:***

**GRO**

## **THE TRAVEL CLUB**

The Travel Club is operated for Federation members by St. David's Travel and they are able to provide discounted travel off all ABTA and AITO bonded Tour Operators, including summer and winter sun, long haul, cruises, skiing, city breaks and special interest holidays.

Savings are also available on flights, ferries, car hire, hotels, apartments, theatre, event and even weekend breaks.

Please note that maximum discounts will only apply if insurance cover is also purchased. However, this is not compulsory and lesser discounts are available even if insurance is not purchased through the Club. Federation members are also advised to check, prior to booking, the situation regarding taxes, surcharges etc. that might affect the overall price of their holiday.

***To contact the Travel Club, telephone***

**GRO**

***(24 hours).***

## **PRIVATE BUSINESS BENEFITS**

Following requests from members the Federation has started to negotiate beneficial arrangements with trade suppliers to enable Federation members to obtain preferential rates for goods they sell in their private business.

## **GALLEON PUBLICATION**

This Company will give members:-

- \* 10% off invoice discount on all goods
- \* stock control support

- \* over 600 designs of everyday and seasonal cards
- \* small unit sizes
- \* continuous updating of designs
- \* support with all fixings and studs

*Contact Riou Baxter or Jackie Taylor - Telephone* **GRO**

### **NESTLÉ ICE CREAM (LYONS MAID)**

A special scheme is available for Sub-Postmasters that enables a 12½% off invoice discount on the majority of products in the Nestlé range.

### **THE PAPERHOUSE GROUP**

A 5% discount is available to Sub-Postmasters on the Paperhouse range of products.

### **NATIONAL STOCKTAKERS**

National Stocktakers is an organisation of individual Stocktakers and Valuers with the ability to organise stocktakes, valuations, transfer valuations and inventories throughout the country. A special rate is available to members of the Federation which allows for a 10% discount.

*National Stocktakers can be contacted on* **GRO**

## **SECTION 3 - PAY**



## **GENERAL**

Sub-Postmasters are paid on the basis of the amount of work transacted over their post office counters, with salaries assessed from returns submitted to the Post Office. Remuneration is paid monthly in arrears, normally at the rate of 1/12th of the annual remuneration. Payment is made by bank credit transfer.

A revision of each Sub-Postmaster's remuneration takes place yearly and is known as the Annual Revision. The current level of remuneration is based on business transacted during a preceding twelve month period.

## **THE SCALE PAYMENT SYSTEM**

The remuneration of a Sub-Postmaster is based on the Scale Payment System. This Unit Credit System was instituted in 1907 and there have been major revisions to the system in 1948 and 1976.

The National Federation of Sub-Postmasters is the only organisation recognised by the Post Office to negotiate pay and conditions on behalf of Sub-Postmasters. Negotiations take place annually to determine the level of pay increase. The current review date is 1 April.

A Sub-Postmaster's pay goes up or down according to the number of units, which is based on the amount of business transacted. In addition, a Sub-Postmaster also receives a cost of living increase which is negotiated by the Federation. This increase is implemented by uplifting the monetary values shown in the Scale Payment Table by the increase agreed between the Federation and Post Office Counters Ltd. Certain other payments or allowances which Sub-Postmasters receive are also increased appropriately. When pay is negotiated by the Federation, the aim is to uplift net pay by a percentage which reflects the increase in the cost of living and takes into consideration changed conditions, increased responsibilities, etc.

## **NET PAY AND EXPENSES**

The Scale Payment Table shows a single monetary value against each unit band. However, this amount in fact consists of two notional elements. These two elements are referred to as "net pay" and "expenses".

1. **Net Pay.** This element of the pay is intended to provide a personal return for service.
2. **Expenses.** This element of the pay is intended to compensate for the expenses involved in running the Scale Payment Sub Office (SPSO), including the cost of employing staff.

It should be noted that the expenses element is not meant to provide a detailed reimbursement for every cost item, as this would be impossible to administer without a cumbersome system of receipts etc. The expenses element is calculated as an across the board average of certain returns submitted for analysis by the Post Office and the Federation jointly. This element is based on the Post Office portion of the premises only.

The level of expenses was established by a joint exercise with the Post Office between 1974-75 which looked at the actual costs at a wide range of offices, and allocated the amounts incurred

for provision of the Post Office services. Since then, annual adjustments have been made by a formula which takes into account movement in the various items which make up the expenses element.

The proportion of net pay to expenses varies according to the size of the office. Generally, the greater the number of transactions, the bigger the office and staff complement required to handle them, and so the expenses of providing the service at such an office will be greater. This is reflected in the payment received. In contrast, at a smaller office, the payment is mainly net pay with a smaller proportion of expenses.

### **THE BEND IN THE SCALE**

The monetary value of a unit is greater at the lower end of the scale which applies to the smaller offices. This is known as the “bend in the scale” and was conceived by the House of Commons (Hobhouse) Committee in 1908. The “bend in the scale” was established in recognition of the fact that the costs of providing Post Office services do not rise proportionately with the amount of business transacted. At the smallest offices a minimum payment is assured however small the amount of business handled.

This means that a Sub-Postmaster with a large office does not receive a level of remuneration which is commensurately higher than that of a smaller office. The scale payment system is structured in order to pay more per transaction to Sub-Postmasters in smaller offices by giving them a higher unit value. This is done in order to ensure that the network of small offices handling fewer transactions can survive.

### **CALCULATION OF PAY**

The various items of work are grouped, for the purpose of calculating total pay, as follows:

1. **Scale Payment** consisting of items remunerated by the unit credit system. The payment for these items can be ascertained by a reading from the Unit Scale, contained within the Pay Supplement. A copy of the Pay Supplement is sent to every Sub-Postmaster on the occasion of a pay increase and it should be retained for reference purposes. It should be noted that the appropriate payment for any given number of units, which is not exactly a point on the Scale Payment Table, will be the amount indicated for the next higher point in the Scale.
2. **Certain Other Payments** consisting of:-
  - **A Special Cash Allowance.** This allowance is determined by the total number of earned units shown in the Annual Revision.
  - **Cash Allowances.** These may be paid on a regular or intermittent basis as appropriate and include allowances for items such as extra attendance, training in new work, holiday and sickness substitution.
  - **Intermittent Allowances.** These payments now form a steadily increasing portion of the remuneration. These payments are made for those items of business which are not paid as a unit credit, but as a cash payment. These payments are variable each month depending upon the volume of business transacted at the Post Office.

3. **Minimum Payment** which apply to the smaller offices. If the total Scale Payment does not reach the minimum amount indicated in the table, the minimum amount will nevertheless be paid.

## **COMMUNITY OFFICES AND RESTRICTED HOURS OFFICES**

Following agreement between the Federation and the Post Office, a new category of Sub Post Office, the Community Office, was established from July 1987. These offices are designed to cater for communities where the level of business is low and, therefore, are open for a restricted number of hours. They are remunerated by a core payment and a payment related to the number of hours for which service must be provided. The opening hours are determined by Post Office Counters in consultation with the Sub-Postmaster.

Since 1 July 1987 all vacancies to offices transacting 50,000 units and below, have been on the basis of the new Community Office contract. In 1989, the Federation agreed to an extension, in certain cases, of the Community Office contract to offices transacting between 50,000 and 125,000 units. These offices are known as Restricted Hours Offices.

At the time of establishment of a Community Office, the rate of remuneration is determined by selecting the annual core payment appropriate to the units which are likely to be transacted in a year. In addition the Sub-Postmaster receives an amount in respect of the number of hours for which he is required to provide a service during the week. The hourly rate of payment is expressed as an annual equivalent.

Community Offices receive an annual pay review on 1 April which is negotiated by the Federation. In addition to the core payment, Community Sub-Postmasters receive the Special Cash Allowance, and are able to claim Holiday Substitution and Sickness Absence substitution allowance. Business attracting a cash payment is paid outside the Community Office rate of payment.

The Community Office payment scales are published in the Pay Supplement which is issued to every Sub-Postmaster following the pay review.

The rate of remuneration does not normally change, other than through the annual pay review. However, a discretionary facility does exist to adjust the core payment in circumstances where there has been a significant growth in business. This may be done either by an increase in opening hours or a reassessment of the work being undertaken at the Post Office. Use of this mechanism is at the discretion of the Regional General Manager.

## **THE ANNUAL REVISION**

A Sub-Postmaster is paid according to the amount of work which is transacted at the office. The current level of remuneration, assessed by the Annual Revision, is based on business transacted during a preceding 12 month period.



It is only possible to claim an Intermediate Revision if a major change in the volume of business can be demonstrated, for example, the closure of a neighbouring office.

Every major item of work undertaken in Sub Post Offices has been allocated a “unit credit”. The amount of the unit credit allocated to each transaction is intended to reflect the length of time required to complete the transaction and any associated accounting work. One unit represents 18 seconds of time. For example, to cash a Postal Order 18 seconds is allowed (1 unit); to sell a Postal Order 27 seconds (1.5 units). A list of items of work to which unit credits have been allocated and the current amount of those unit credits, which is applied uniformly for all Sub Post Offices, is listed on Form P271W and as an Appendix to the Remuneration Section of the Sub-Postmaster’s Contract.

The amount of any unit credit may be increased or decreased after negotiations with the Federation. Similarly, a new unit credit or cash payment will be negotiated with the Federation for any new item of business.

The number of transactions for each type of work are then multiplied by the unit credit assigned to that item of work. When the unit credits for each type have been calculated and totalled, a further 3% is added to cover items not specifically credited or covered by cash payments outside the scale. Having calculated the grand total of units for the office, the corresponding payment is read off from the current Scale Payment table. Where the number of units does not coincide exactly with a point on the scale, the payment should be taken from the next higher point. The Pay Supplement also includes the minimum payments which apply to smaller offices. If the scale payment does not reach the amount indicated, the minimum amount will nevertheless be paid.

The Scale Payment tables are issued as a Pay Supplement each time the scale is revised following a Pay Settlement. A copy of this Supplement is supplied to each Sub-Postmaster and should be retained for reference.

In addition to the Scale Payment there is a Special Cash Allowance. The current value of this allowance is published in the Pay Supplement, and the actual payment is based on bandings determined by the total units earned. This allowance is paid to all offices, including minimum payment and Community offices.

All these items are brought together on the computer print-out of the P271W to give the total remuneration for the office.

There are a number of other allowances which are paid in cash on a regular or intermittent basis as appropriate, and these are listed in the current Supplement on Pay.

It is very important that Sub-Postmasters should be able to check the basis on which their Revision is calculated, as Post Office staff are not infallible, and mistakes can result in a major loss of remuneration. The *Sub-Postmaster’s Record of Transactions and Units* book (which is currently available from the Federation at a cost of 85p, post free) is designed primarily for the purpose of recording and checking Annual Revisions. It can also be used to demonstrate major changes in the volume of business transacted following the closure of a neighbouring office, or other clearly identifiable change.

## **DATES ON WHICH ANNUAL REVISIONS ARE DUE**

Annual Revisions in the area controlled by the Regional General Manager are carried out according to rota. Every office occupies a particular place in that rota and the date when the Revision is due is fixed accordingly. It does not depend upon the date when the Sub-Postmaster was appointed, and may not be altered, except that: the Regional General Manager may bring forward the date of an Annual Revision by not more than 3 months. If he does so, and the revision results in a reduction in the Sub-Postmaster's remuneration, this reduction will not be made until the "old" Revision date, unless the appointment has become vacant in the meantime.

## **INFORMATION ON WHICH REVISIONS ARE BASED**

The dates on which Revisions may be due, and the corresponding period from which records of work done will be used are:

<b><u>DATE ON WHICH REVISION DUE</u></b>	<b><u>PERIOD FROM WHICH RECORDS USED</u></b>
1 January	Year ended the preceding 30 September
1 February	Year ended the preceding 30 September
1 March	Year ended the preceding 31 December
1 April	Year ended the preceding 31 December
1 May	Year ended the preceding 31 December
1 June	Year ended the preceding 31 March
1 July	Year ended the preceding 31 March
1 August	Year ended the preceding 31 March
1 September	Year ended the preceding 30 June
1 October	Year ended the preceding 30 June
1 November	Year ended the preceding 30 June
1 December	Year ended the preceding 30 September

The precise dates of the start and end of the Revision periods are published in the *Counter News*. Normally the actual record of transactions carried out in the Sub Post Office over the appropriate 12 month period is used in assessing remuneration, and the Sub-Postmaster must supply certain information for use in the Revision. It is most important to record transaction details where required to ensure correct remuneration.

Where a type of work has been entirely withdrawn in the course of the year covered by the returns of work or subsequently, but before the due date of the Revision, no unit credits for this work will be included in the final total of unit credits used for determining the future scale payment. However, unit credits based on the annual equivalent of the work performed up to the date of withdrawal will be included in the final total of unit credits used in calculating any arrears of remuneration which may be due.

Where there has been a temporary increase in the work undertaken at a Sub Post Office for whatever reason, the increase in the work will be included in the figures of business used at the time of the next Revision.

When a Sub Post Office is temporarily closed (except to allow the Sub-Postmaster to take a holiday) or a particular type of work is suspended for a period falling within the year covered by the returns of work, the actual figures of work done in the 12 month period will be increased proportionately in order to cover the temporary closure or suspension of business.

## **BACK-DATING OF RESULTS OF REVISIONS**

If following an Annual Revision the Sub-Postmaster's remuneration is to be increased, then this increase is back-dated to a date 6 months before the date on which the Revision was due. Arrears of remuneration are paid accordingly.

If following an Annual Revision the Sub-Postmaster's remuneration is to be decreased, the reduction will come into effect only from a current date, ie, the date on which the Revision is finalised and implemented.

## **INTERMEDIATE REVISIONS**

A Sub-Postmaster will not normally be allowed to claim a revision of remuneration between annual revisions. However, an intermediate revision may be claimed where exceptional circumstances can be demonstrated which cause a major change to the volume of business transacted (eg, closure of a neighbouring office or other clearly identifiable change).

The Sub-Postmaster's contract states that a claim for an intermediate revision should be submitted via the Regional General Manager to Post Office Counters Business Headquarters who have sole discretion to decide whether an abnormal change in business has occurred.

It should be noted that responsibility for authorising intermediate revisions was devolved to the Regions in 1994. In practice, this means applications will be considered by people who are more likely to understand the full circumstances of the individual case. In circumstances where a claim is unsuccessful and it is not possible to resolve the claim at Regional level, the Federation has reserved the right where appropriate to pursue an appeal with Counters Business Headquarters.

In the event that a claim is successful, any intermediate revision will attract arrears to the date of the increase in work, which must not be before the date of the traffic period used for the previous annual revision.

## **ADJUSTMENT OF REMUNERATION FOR NEW TYPES OF BUSINESS**

If a new class of business is required to be undertaken at a Sub Post Office, an estimate is made of the additional amount by which the new work is likely to increase the Sub-Postmaster's annual remuneration. For most types of new business, the estimate is arrived at by taking the figures of the new business transacted during weeks 5, 6, 7 and 8 of the first 8 complete weeks of business and multiplying appropriately to produce an annual figure. Two-thirds of the estimated increase in remuneration should be paid as soon as possible after the introduction of the new



work. The increase is adjusted as appropriate when figures of business for a full year are available and any arrears due are paid.

For Giro Rent and Giro Rate schemes, an alternative method is used to calculate the amount by which the new work is likely to increase the Sub-Postmaster's remuneration. For Giro Rent schemes (Giro Rent Voucher/Card schemes or Giro Inpayment schemes) and Giro Rate Card schemes, this is done by taking the figures for the new business transacted during the last 13 of the first 18 weeks of business. For Giro Rent schemes, this figure is then multiplied appropriately to produce an annual figure to be paid to the Sub-Postmaster. The method used to calculate the annual figure for Giro Rates schemes is similar to that for Giro Rent schemes, but the multiplier reflects the fact that the incidence of payments occurs less evenly through the year.

No change is made at minimum payment Sub Post Offices except where the new class of business warrants a higher minimum payment. This higher rate is paid from the date of introduction of the new business.

## **SEASONAL SUB OFFICES**

Where a Sub Post Office is regularly open for part of the year only, remuneration will be paid for the period of opening only. The minimum payment for the class of office or half the estimated remuneration, whichever is the greater, will be paid provisionally and, at the end of the season, the remuneration will be revised on the basis of the actual work performed.

## **POST OFFICE COUNTER UNIT CREDITS**

### **POSTED ITEMS**

For posted work not every item is counted. A baseline for posted traffic for each office was established using the 1986 traffic figures. This was used in all subsequent Revisions unless the Sub-Postmaster could substantiate a claim for an increase.

In 1989, the method of payment for posted items was revised. With effect from 1 December 1989, the number of units warranted for items handed across the counter were frozen into total units.

Post Office Counters may now only take a count of traffic handed over the counter where the total units earned by the office is in excess of 125,000 units and where the current units earned in respect of baseline traffic represents 10% or more of the total units. Where a Regional General Manager decides to take an "on site" count, the effect of that count will not be introduced until a new Sub-Postmaster is appointed.

The baseline traffic figures were originally established by an estimate of the yearly traffic based on 1 week's traffic taken 4 times in 1986 to secure a fair average. The multiplier was then applied to yield an annual figure including an allowance of 4 additional weeks for Christmas pressure.

<b><u>Description</u></b>	<b><u>Unit Credit</u></b>	<b><u>Remarks</u></b>
---------------------------	---------------------------	-----------------------



1	Letters posted across the counters. These items of business are formed into a baseline traffic figure comprising of traffic for the following posted items, taken from four quarterly counts of traffic recorded on Forms P2313 in 1986, or a subsequent weeks count, whichever is the later.		The baseline figures were formulated from an estimate of the yearly traffic based on a week's traffic taken 4 times in 1986 to secure a fair average. The multiplier was then applied to give an annual figure, including an allowance of 4 additional weeks for Christmas pressure.
	RPP Parcels Posted	1.5	Multiplier of 21 applied to bring it to an annual equivalent.
<b>Inland Letter Packets</b>			
a)	Unbundled adhesive stamped items about the minimum weight step tendered for individual weighing [as for inland letter packets (b)]	.75	Multiplier of 10.5 applied to bring it to an annual equivalent (ie, 0.75 x 14)
b)	Unbundled adhesive stamped items within the minimum tariff weight step tendered for individual weighing at the request of the customers and accepted across the counter for transmission by letter post	7.5 per 20 items	Multiplier of 5.25 applied to bring it to an annual equivalent (ie, 7.5 x 14)
c)	Adhesive stamped items, irrespective of weight, presented for posting at the counter in bundles tied with string or held with rubber bands which do not require individual treatment by the Sub-Postmaster	1.5	Multiplier of 21 applied to bring it to an annual equivalent (ie, 1.5 x 14)

### Description

### Unit Credit

### Remarks

#### **Overseas Letter Packets**

The yearly traffic for overseas letter packets was derived from the same count as inland letter packets.

a) Unbundled adhesive stamped items, bearing a customs declaration, tendered for individual weighing as for Inland Letter Packets (b)	3.25	Multiplier of 45.5 applied to bring it to an annual equivalent (ie, 3.25 x 14)
b) Unbundled adhesive stamped items not bearing a customs declaration form, excluding postcards and officially approved air letter forms, tendered for individual weighing as for Inland Letter Packets (b)	1.5	Multiplier of 21 applied to bring it to an annual equivalent (ie, 1.5 x 14)
c) Adhesive stamped items, irrespective of weight [presented as for Inland Letter Packets (c)]	1.5	Multiplier of 21 applied to bring it to an annual equivalent (ie, 1.5 x 14)
Meter franked correspondence handed in over the counter		The yearly traffic is calculated as for letter packets.
a) Bundles	0.5	Multiplier of 7 applied to bring it to an annual equivalent (ie, 0.5 x 14)
b) Pouches	3	Multiplier of 42 applied to bring it to an annual equivalent (ie, 3 x 14)
Recorded Delivery items posted	1.25	The yearly traffic is calculated as for letter packets. A multiplier of 17.5 is applied to give an annual figure (ie, 1.25 x 14)
RPP Packets posted	7.5 per 20 items	Multiplier of 5.25 is applied to give an annual figure (ie, 7.5 x 14)
2 Compensation fee parcels	2.5	
3 International parcels	5.5	
4 Personal Account Cheque Deposits	1	
5 Discount wholesale stamp packs	10	
6 Registered letters posted	3.25	
<b><u>Description</u></b>	<b><u>Unit Credit</u></b>	<b><u>Remarks</u></b>
7 Ulster Savings Certificates repaid	9.5	

8	Postage stamps sold	16.4 per £10	This credit covers postage stamps, stamped stationery items and philatelic items as well as stamps supplied for vending machines
9	Milk tokens issued	7 per 10	
10	Citizen Bank Radio Licence stamps sold	4	Annual traffic based on number of licence fee stamps sold
11	National Insurance Stamps sold	5.5 per £10	Withdrawn April 1993.
12	No of pensions paid	3	
13	No of allowances paid	2.5	
14	PSB warrants repaid	6.25	
15	Savings Bank deposits and withdrawals	6.5	
16	No of DNS Dividend Warrants cashed	4	
17	DNS Other Stock and Bond payments	6.5	
18	Savings Certificates repaid	9.5	
19	Premium Savings Bonds repaid and each prize repaid	1.5	
20	Motor Vehicle Licence stamps supplied (less returns)	2.75 per £10	Sales rounded up to next £10
21	No of National Savings Stamps encashed	4	
22	Television Licence Savings Stamps supplied (less returns)	6.4 per £10 from 1.4.95	Sales rounded up to next £10.
23	Local Taxation licences sold	5.75	

<u>Description</u>	<u>Unit Credit</u>	<u>Remarks</u>
24 Television Licences sold	6	

25 Motor Vehicle Licences issued	13	
26 Thomas Cook's/Visa Travellers Cheques supplied (less returns)	3.75 per £156	Withdrawn 31.10.92
27 International money orders	4.5	
28 Postal Orders supplied (less number returned)	1.5	
29 Postal Orders paid	1	
30 Postal Orders in excess of 5,000 paid in batches where a docket is used	0.5	
31 Cashing other banks' cheques	4	
32 Girobank deposits, inpayments and transcash transactions	4.25	Number of transactions
33 Girobank deposits, inpayments and transcash transactions aggregate value	1 per £119 from 1.4.95	This credit is in addition to the normal Girobank deposit, inpayment and transcash credit of 4.25 units and Girobank rent/rates voucher and card credit of 4 units
34 Girobank coloured social security payment orders	3.5	
35 Girobank outpayments and withdrawals	4.5	
36 Girobank rent/rate vouchers and card payments	4	
37 Phonecards	7 per £10	
38 No of telephone subscribers' accounts paid	3.5	
39 Telephone Savings Stamps supplied (less returns)	6.5 per £10	Sales rounded up to next £10

<b><u>Description</u></b>	<b><u>Unit Credit</u></b>	<b><u>Remarks</u></b>
40 RMSD items accepted	1.5	



42 } Mailwork Items	<i>See Section on Mailwork Pay</i>
43 }	
44 NHS prescription charge refunds	5
45 Refunds on Mono TV Licences	7
46 Custody of Postmans Pouches	10
47 E111 Certificates issued	4.5
48 British Gas Meter tokens	2.5
49 Inland stamped and metered parcels	2.0
53 No of Girobank high value withdrawals	2.5
56 Postage Stamps sold A	
57 Postage Stamps sold B	
59 Council Tax Cards/Vouchers	4

\* **NOTE** These unit credits were correct at the time of going to press and in line with the Sub-Postmaster's Contract. However, line numbers may vary according to the Regional Revision print-out.

Changes are advised in The General Secretary's Notes contained within *The Sub-Postmaster*.

## **SPECIAL CASH ALLOWANCE**

The special cash allowance is based on final units and calculated as in the table below:-

Band 1 .....	Minimum payment offices and offices up to 31,750 units
Band 2 .....	Offices with 31,751-99,850 units
Band 3 .....	Offices with 99,851-299,750 units
Band 4 .....	Offices with 299,751-500,300 units
Band 5 .....	Offices with 500,301-698,650 units
Band 6 .....	Offices with 698,651 units or more

The payment for each band is shown in the current edition of the Sub-Postmasters' pay supplement.

## **CASH ALLOWANCES**

Some items of business are remunerated by a cash payment paid on a regular or intermittent basis as appropriate. These are listed in the Pay Supplement and are:-

## ALLOWANCE

## PAYMENT AS AT 1 APRIL 1995

### ***Datapost***

Per item transferred (Mailwork Offices).....	£0.61
Per item accepted across the counter .....	£0.61
Girobank change giving, for every £100 given .....	£0.80

### ***Distribution of leaflets***

Payment (per distribution)	
Minimum payment offices and offices up to 75,000 units .....	£11.79
Offices with 75,001 to 209,000 units.....	£23.61
Offices with 209,001 to 569,000 units.....	£35.38
Offices with 569,001 units or more .....	£47.19

### ***Delivery of correspondence across the counter***

Payment (per item).....	£0.1686
-------------------------	---------

### ***Re-setting of franking machine meters***

Payment (per setting) .....	£1.53
-----------------------------	-------

### ***Casual feeder point schemes***

Payment (per casual per day).....	£4.28
-----------------------------------	-------

### ***Pre-appointment training***

Payment (per hour) .....	£2.14
--------------------------	-------

### ***Training in new work***

(a) Weekdays (per hour) .....	£4.27
(b) Sundays (per hour) .....	£5.98

### ***Payment for extra attendance***

(a) Between 6am-9am (non-mailwork offices) 5.30pm-8pm and 1pm-5.30pm on weekly half holiday payment (per hour).....	£3.58
(b) 8pm-6am payment (per hour).....	£4.32
(c) Sundays and Bank Holidays payment (per hour) .....	£5.04

### ***Training of new Sub-Postmasters***

For Sub-Postmasters earning more than 153,850 units .....	£6.45 per hour
---	----------------

### ***Holiday Substitution Reimbursement Allowance***

Sub-Postmasters who undertake postal delivery work .....	£30.86 per day
where a daily attendance before 8am is regularly scheduled.....	£216.02 per week

Remaining Sub-Postmasters .....£25.64 per day  
£179.48 per week

## **INTERMITTENT ALLOWANCES**

In addition to those allowances listed in the Pay Supplement, there are a number of other items of work which are remunerated as a cash payment.

Most of these items of work are undertaken only by those Sub-Postmasters within a local area and include schemes such as those run by local authorities, regional electricity and water companies. However, a number of agreements have been made recently for payment to be made by this method for work undertaken on behalf of national clients, eg, British Gas.

A payment for each type of work is negotiated between the client and Post Office Counters Ltd. The Federation in turn negotiates the payment for Sub-Postmasters to take on this business. These are normally paid as intermittent cash allowances.

## **3% POOL**

Items of work, not specifically credited and not carrying cash payments outside the scale, will be regarded as covered by the percentage addition provided for in the final item. The main items are as shown in the following list:-

- a) Express packets delivered
- b) COD packets from abroad delivered
- c) COD packets from abroad entered on Delivery Register
- d) Inland COD packets and parcels posted
- e) Home Safe Transactions
- f) Official Paid Correspondence handed over counter
- g) Postage Prepaid in Cash
- h) Correction of Post Office Guide and Rule Books
- i) Stocking and Issuing of Forms
- j) Post Restante Mails
- k) Encashment of Wages Cheques and Payment of Wages
- l) Giving Change for Telephone Calls
- m) Exhibition of Notices
- n) Introduction of revised working practices
- o) Co-operation in experiments involving new procedures
- p) Merchant voucher deposits

## **OFFICIAL TELEPHONE ALLOWANCES**

### **RENTAL CHARGES**

Post Office Counters Ltd on production of a paid quarterly telephone account, will reimburse the Sub-Postmaster the rental charges, including the VAT element, appropriate to the type of telephone facility that the Regional General Manager has agreed is necessary. Rental charges

which exceed the levels so authorised by the Regional General Manager remain the responsibility of the Sub-Postmaster.

### **CALL UNIT ALLOWANCE**

Each Sub-Postmaster is given for each telephone account period an allowance of call units for official purposes, based on the scale of Post Office business transacted; any part of the allowance not expended in a telephone account period cannot be carried over to the next. The Sub-Postmaster is due to pay for any call units used in excess of this allowance.

The standard allowances have been fixed at a level which takes into account the varying conditions between offices. They also allow a margin for contingencies.

The scale of allowances, related to the telephone account period, is as follows; the call unit allowance in column (b) is intended to reimburse Sub-Postmasters for longer distance calls to DNS, Girobank etc, where these are not covered by the basic allowance in column (a):-

<b><u>Offices in unit bands:</u></b>	<b><u>Official call units per annum:</u></b>	<b><u>Additional call units per annum:</u></b>
	<b>(a)</b>	<b>(b)</b>
Up to 85,000	260	Nil
85,001-225,000	360	350
225,001-400,000	460	500
over 400,000	560	700

Where calls from a Sub Post Office to its Regional or controlling Crown Office are not within a local call area and are charged on the basis of the distance between the two points, the standard allowance of official call units will be subject to the following multipliers:

<b>Distance in miles from Region or controlling Crown Office</b>	<b>Rate of charge:</b>	<b>Multiplier to be applied to official allowance</b>
Up to 35 miles	a	5
Over 35 miles	b	14

A Mailwork Sub-Postmaster may claim an additional allowance, in respect of calls made in connection with his Mailwork responsibilities, providing that the standard allowance has been expended. A claim, supported by documentary evidence, should be submitted to the Regional General Manager with the telephone account for the period concerned.

The Post Office will reimburse the Sub-Postmaster the charges raised for VAT at the standard rate, in respect of that part of the total charge related to Post Office services, ie rental, the free call allowance and emergency repairs.

### **RETIRING OR DECEASED SUB-POSTMASTERS**

Where a change of Sub-Postmaster takes place during the Revision year, and an increase is arranged, the benefit of any arrears due up to the date of cessation of his service should, unless there are good grounds for withholding payment, be allowed to the out-going Sub-Postmaster, or to the executors on application.



## **NEW APPOINTMENTS**

The Sub-Postmaster's initial remuneration will be in accordance with the official figures of business found to be warranted at the last Revision. Post Office Counters Ltd should supply a newly appointed Sub-Postmaster with a copy of the P271W applicable to that Post Office. Post Office Counters will furnish similar information in cases where the actual P271W figures have to be adjusted at the time the vacancy is filled.

## **MAILWORK SUB-POSTMASTERS**

A Sub-Postmaster who provides sorting facilities for both delivery and collection of mails is known as a Mailwork Sub-Postmaster. A Mailwork Sub-Postmaster enters into a separate contractual arrangement with Post Office Counters Ltd to provide this service on behalf of Royal Mail.

Up until 1995, the payment system was based around the volume of mail handled in the office. This was translated into scale payment units plus a complex range of allowances. This system has led to great differences in payment for similar sized offices. Also, the system did not provide clear guidance on a Mailwork Sub-Postmaster's responsibilities, nor the level of support they should receive from Royal Mail and Post Office Counters Ltd.

In 1995, discussions between the Federation and Post Office Counters resulted in agreement to introduce revised payment systems together with specifications which make clear the respective responsibilities of the Mailwork Sub-Postmaster, Royal Mail and Post Office Counters. These are underpinned by a "*local unit specification*", agreed between the individual Sub-Postmaster, the Retail Network Manager and local Royal Mail management. (For further details, see Section 4 - Sub-Postmasters' Contract.)

## **NEW PAYMENT ARRANGEMENTS**

The new arrangements involve two payment systems to be run side by side and known as the 'A' scale or 'B' scale. At the time of introduction, the Sub-Postmaster was able to choose the scale which is most beneficial. These new arrangements were introduced in the latter months of 1995 and will be operated until 1998. A joint review of the new approach will then be conducted by the Federation and Post Office Counters with the aim of making further improvements as appropriate. Regular liaison will take place between the Federation and Post Office Counters to monitor the new arrangements.

### **'A' SCALE**

This is calculated by assessing the value of Mailwork currently paid to an office, by taking the units of the overall scale for the office, determining their value and adding any allowances or other payments related to Mailwork. This scale will not attract any annual remuneration increases, but the Sub-Postmaster will receive a lump sum payment during each of the next three years, based on the number of postmen at the office.

The 'A' scale can be calculated using the following method:-

**Example:**

- |   |  |
|---|--|
| 1. Take Mailwork (line 42) units (in this example 37,665)<br>Add 3% as follows: $37,665 \times 1.03 = 38,795$   | <b>38,795 units</b>                          |
| 2. Subtract those units (38,795) from the evaluated total units (136,722) as follows: $136,722 - 38,795 = 97,927$   | <b>97,927 units</b>                          |
| 3. This figure (97,927) is read against the Scale Payment table (this example is against the unenhanced scale) and results in a new scale payment of £9,601 | <b>£9,601 new scale payment</b>              |
| 4. Add Special Cash Allowance (£452) to new scale payment (£9,601) to give new counter pay as follows:<br>$£9,601 + £452 = £10,053$                         | <b>£10,053 new counter pay</b>               |
| 5. Subtract mail cash allowances (£521) from current remuneration figure from revision form (£13,020) as follows: $£13,020 - £521 = £12,499$                | <b>£12,499 current counter pay</b>           |
| 6. Subtract new counter pay (£10,053) from current counter pay (£12,499) as follows: $£12,499 - £10,053 = £2,446$   | <b>£2,446</b>                                |
| 7. Add total mailwork allowances (£521) as follows: $£521 + £2,446 = £2,967$  | <b>£2,967 value of mailwork or 'A' Scale</b> |

**‘B’ SCALE**

Alternatively, a Sub-Postmaster could opt to go onto a completely new basis for Mailwork pay, based on a premises payment and a supervisory payment depending on the number of postmen at the office. The ‘B’ scale will attract any annual remuneration increases agreed between the Federation and Post Office Counters. It can also change if the number of postmen in the office changes.

For a Sub-Postmaster who decides to opt for the ‘B’ scale, the increase is to be phased in over two years. On introduction, the Sub-Postmaster will immediately go on to an annual salary that includes 30% of the difference between the ‘B’ and ‘A’ figures for the office. A year later this will go up to 60% of the difference and a year later, up to 100% of the difference.

In addition, the Sub-Postmaster will receive a lump sum payment during each of the next three years, based on the number of postmen at the office.

**COMMUNITY, RESTRICTED HOURS, MINIMUM PAYMENT OFFICES**

Up to 1995, these offices did not have identifiable Mailwork units and a slightly different system will operate within these offices. For these offices, current Mailwork pay will be calculated and then compared against a separate scale. These Sub-Postmasters will have the choice of opting

for the 'A' or 'B' Scale, with the 'B' scale being phased in over two years in line with the arrangements for other Sub-Postmasters.

# **SECTION 4 - THE SUB- POSTMASTERS CONTRACT**



## **GENERAL**

When a Sub-Postmaster is appointed he signs a document acknowledging acceptance of the appointment and agrees to be bound by the terms of the Contract, the Personal Declaration (P13), the Rule Book and Postal Instructions issued by the Post Office.

The Sub-Postmasters Contract is a contract for services and consequently the Sub-Postmaster is classified as an agent and not an employee of Post Office Counters Ltd.

The Sub-Postmaster is required to provide reasonable office accommodation and to meet the maintenance expenses out of his remuneration. This includes paying the cost of employing any assistants that are required to run the Post Office business.

When a Sub-Postmaster is appointed he is informed of the classes of business he is required to provide. The Post Office may require other classes of business to be undertaken at a later date. The only exception to this requirement is that a Sub-Postmaster need not take on Mailwork if this was not agreed to as part of the terms of appointment.

The principal duties of a Sub-Postmaster are:-

- Sale of postage stamps
- Filling and clearing of stamp selling machines
- Treatment of Postal Packets, including Overseas Parcels
- Despatch and receipt of mails

and business connected with:-

- Postal orders
- Pension Allowances
- Savings Certificates
- Savings Bank, Government Stock and Annuities
- Television Licences
- Television Licence Saving Stamps
- Motor Vehicle Licence Saving Stamps
- Telephone Accounts
- Telephone Saving Stamps
- Premium Savings Bonds
- Local Taxation Licences
- Girobank
- Council Tax

## **DIVULGENCE OF OFFICIAL INFORMATION**

All Sub-Postmasters on taking up appointment and newly recruited Sub-Office Assistants are required to sign a Personal Declaration (Form P13) to remind them of the duty of the Post Office to ensure that all communications and items entrusted to it reach the people for whom they are intended promptly and safely and that the information in them reaches no-one not entitled to it. The Personal Declaration also brings to the notice of newly appointed Sub-Postmasters and Sub-Office Assistants their obligations under the Official Secrets Acts and the various Post Office and Telegraph Acts.

On termination of appointment, a Sub-Postmaster is required to sign a declaration (Form P301) as a reminder that the provisions of the Official Secrets Acts continues to apply to him in respect of information which he has acquired or has had access to by virtue of his appointment.

The duty not to disclose information is imposed by the various Acts of Parliament, not the Personal Declarations. These obligations cannot be avoided by refusing to sign these declarations.

## **ATTENDANCE AT LAW COURTS ON POST OFFICE CASES AND COURT PROSECUTION**

A number of members and their assistants have, at various times, been involved in court proceedings on official matters. The rules dealing with such attendances are laid down in Post Office Rules A1, section XII, rules 1-4. Rule 1 reads as follows:-

*“When a Sub-Postmaster or his assistant is required to give evidence, either in a criminal prosecution or in civil proceedings, on a matter coming before him in his official capacity, the Sub-Postmaster should seek instructions from the Head Postmaster as regards the expenses incurred in attending court. In civil proceedings, an undertaking to pay the expenses which fall upon the Post Office should, if possible, be obtained from the party in whose interest the witness is summoned, and, if by failing to give notice beforehand, a Sub-Postmaster prevents this being done, he may be held liable. The witness will generally be paid the cost of conveyance and subsistence at certain authorised rates, and he must surrender to the Department any witness allowance he receives from the Court. If it is necessary to provide a substitute, any reasonable expenses incurred will be defrayed by the Department.”*

This rule is further amplified in the old Head Postmaster’s Manual, which states: *“When a Post Office servant attends to give evidence in a criminal prosecution or in civil proceedings, whether instituted by the Department or not, on a matter coming before him in his official capacity, he should be paid by the Department the sum, if any, to which he would have been entitled if the giving of the evidence had been part of his ordinary official duty, and he must surrender to the Department any witness allowances, or conduct, or other money which he may receive, whether from the Court or from parties interested in the case, as soon as possible after receipt thereof. The cost of substitution should be borne by the Department.”*

**NOTE:** These Rules have not been rewritten in the light of subsequent Post Office reorganisation.

Cases where Sub-Postmasters or their assistants consider that they would be out of pocket if given allowances under the usual Post Office rules will be considered on application to their Regional General Manager.

The above information should be helpful to Sub-Postmasters, as it appears a number of members have no knowledge that rules covering this important matter exist.

## **INTRODUCTORY PAYMENT**

Since 1989, Post Office Counters has collected an “introductory payment” from incoming Sub-Postmasters. This payment was introduced alongside a new agreement designed to give greater security of tenure.

### **PAYMENT OF THE INTRODUCTORY FEE**

As from 1 April 1992, the arrangements for payment of the fee are as follows:-

#### **1. *Establishment of new Sub-Post Offices***

Post Office Counters will collect from the initial Sub-Postmaster of a new Sub Post Office an introductory payment, the size of which will be set at the absolute discretion of Post Office Counters. This is currently fifteen months’ remuneration in England and Wales and nine months’ in Scotland and Northern Ireland. In addition, the remuneration of any incoming Sub-Postmaster in an office transacting more than 125,050 units of business will be set for the first twelve months of the contract at 75% of the remuneration scale then in force.

#### **2. *Relocation of existing Sub Post Offices to Different Premises***

Post Office Counters will collect from any incoming Sub-Postmaster of the relocated office an introductory payment, the size of which will be set at the absolute discretion of Post Office Counters. This is currently fifteen months’ remuneration in England and Wales and nine months’ in Scotland and Northern Ireland. In addition, the remuneration of any incoming Sub-Postmaster in an office transacting more than 125,050 units of business will be set for the first twelve months of the contract at 75% of the remuneration scale then in force.

For those cases in which the outgoing Sub-Postmaster receives a payment from the joint Post Office Counters/National Federation of Sub-Postmasters Discretionary Fund in respect of office relocation, Post Office Counters will credit the Fund with 10% of the introductory payment received from the new Sub-Postmaster of the relocated office.

#### **3. *Retention of Sub Post Office in Existing Premises***



The remuneration of any incoming Sub-Postmaster in an office transacting more than 125,050 units of business will be set for the first twelve months of the contract at 75% of the remuneration scale then in force.

**No introductory payments are collected from Sub-Postmasters of offices attracting less than 125,050 units.**

The collection of introductory payments from Sub-Postmasters of relocated offices is not intended to influence Regional General Managers in the decision on where to locate offices. This should be based on network and customer service criteria. If The National Federation of Sub-Postmasters has evidence which suggests this principle is being abused, this will be taken up with Counters Business Headquarters.

Nominee organisations are no longer required to make an Introductory Payment when the nominee Sub-Postmaster changes. However, an administration fee of £100 per office transferred will be levied in such circumstances and Post Office Counters reserves the right to charge an Introductory Payment when the ownership of the nominee organisation changes. Both payments will be subject to VAT.

**HOURS OF BUSINESS AT SCALE PAYMENT SUB-OFFICES**

The actual hours of opening of any individual Sub Post Office are set by the Regional General Manager. The Sub-Postmaster must not without permission vary the hours of business set by the Regional General Manager.

The standard hours during which the Sub-Postmaster may be required to open his office are:-

Monday to Friday.....0900 - 1730

Saturday .....0900 - 1230 or 1300 (depending on local circumstances)

Recognising the changing pattern of customer shopping habits in certain locations, Post Office Counters and the National Federation of Sub-Postmasters agreed in 1989 to introduce some flexibility into the opening hours of some Sub Post Offices where there is a clear customer need and when the Business and the Sub-Postmaster would benefit as a result.

***Lunchtime and Half Day Closure (Monday to Friday)***

At the Sub-Postmaster's request the Regional General Manager may authorise the closure of an office within standard counters hours:-

- For up to 1 hour at lunchtimes, at times agreed between the Regional General Manager and Sub-Postmaster.
- On one afternoon per week (normally Tuesday, Wednesday or Thursday but, in exceptional circumstances Monday or Friday) from 1300 onwards.



At the time of the contract change it was agreed that lunchtime closure concessions would be maintained for Sub-Postmasters in post at the time of the change.

### ***Extended Hours***

Where a Sub-Postmaster wishes to conduct Post Office business outside standard hours, Regional General Managers will consider such requests taking into account the normal shopping patterns in the locality and the proximity of other Post Offices. Regional General Managers must also consider the security of a Sub-Postmaster and his/her staff and the availability of operational support.

Where a Regional General Manager considers non standard hours may be more appropriate for a particular office but the Sub-Postmaster disagrees, the Sub-Postmaster may if he wishes trial a rearrangement of the opening hours. This trial period should not be extended beyond three months.

### ***Suspension of Mid-week Half-day Closing during the Christmas and New Year Period and (where applicable) on the Thursday preceding Good Friday***

The Regional General Manager may, on his own initiative or at the request of the Sub-Postmaster, suspend any mid-week early closing on any day or days between 18 and 31 December (Christmas Day and Boxing Day excluded) and on the Thursday before Good Friday. Additional payment will be made by Post Office Counters for such opening.

### ***Local Holidays and Tuesdays after Bank Holidays***

Regional General Managers will review the concession under which some offices close on Local Holidays or on Tuesdays after Bank Holidays. Where this no longer matches customer needs the concession will be withdrawn.

### ***Advertising of Holidays***

The times at which a Sub Post Office is closed for National or local holidays should be prominently advertised at the office concerned.

### ***Payment for those Periods outside Standard Hours***

No additional payment will be made by Post Office Counters for any opening outside standard Counters' hours other than that attracted by the extra business transacted. Separate arrangements exist for those offices which provide a mailwork facility.

### ***Restricted Hours***

For information on a Restricted Hours Office, please refer to Section on Community Sub Office Contract.

## **RESPONSIBILITY FOR POST OFFICE STOCK & CASH**

On taking up the appointment, a Sub-Postmaster is supplied with suitable Post Office stock, the amount of which is fixed by the Regional General Manager.

The Sub-Postmaster may hold Post Office Counters cash to meet normal payments at the Sub Post Office in accordance with official accounting and security instructions. The Sub-Postmaster is expressly forbidden to make use of the balance due to Post Office Counters for any purpose other than the requirements of the Post Office service. No portion of Post Office Counters monies should be used for private use and Post Office Counters monies must be kept separate from private business monies. Misuse of Post Office Counters cash may render the offender liable to prosecution and/or termination of the Contract of Appointment.

Accounts of all Post Office Counter's stock and cash must be kept in the form prescribed by Post Office Counters and must be produced for inspection by authorised personnel.

## **SECURITY**

The Sub-Postmaster is held strictly responsible for the safe custody of cash, stock and other Post Office Counters property whether held by himself or his Assistants, and is required to keep them in a secure place. When deciding the required standard of security, Post Office Counters takes into account:-

1. the circumstances in which the Sub-Postmaster was appointed and, in particular, the standard of security then accepted;
2. the length of time since the appointment; and
3. any particular circumstances relevant to the Sub Office.

The Federation has agreed guidelines with Post Office Counters on standards for secure accommodation. These guidelines advise Sub-Postmasters what to do if minimum standards cannot be met. By following the guidelines, Sub-Postmasters can ensure they cannot be accused of negligence simply as a result of shortage of secure space. Where such standards cannot be met, it is important to advise the Retail Network Manager of the problem in writing. This must be done to protect against accusations of negligence, or non-compliance of instructions following an incident at a member's Post Office.

The agreed guidelines on standards for secure accommodation are as follows:-

1. Ideally, all cash and stock should be accommodated in a safe either supplied by Post Office Counters or equivalent standard private safe.
2. If the above is not practical the following standards are acceptable:-

Banknotes	}	
Pre-authenticated Lottery Cheques	}	
Travellers Cheques	}	
Postal Orders	}	
MVLs	}	
Other Licences	}	<i>Official safe (as above)</i>
Postage and other stamps	}	
Phonecards	}	
Travel Permits/Bus Tickets	}	
Activated Lottery Instant Win Tickets	}	
Pension & Allowance Books	}	
Datestamps	}	
£1 Coin	}	<i>Any safe</i>
Unactivated Lottery Instant Win Tickets	}	
Other Coin	}	
Tokens	}	<i>Lockable steel cupboard</i>
Power Cards	}	
Stamped Stationery	}	
Lottery Printer Rolls	}	
Datestamp Type	}	<i>Lockable cupboard or drawer</i>
Non-negotiable documents	}	

**Sub-Postmasters who cannot provide secure accommodation sufficient to meet the above minimum standards must use what they have to best advantage and advise his/her Retail Network Manager of the problem in writing.**

## LOSSES

The Sub-Postmaster's contract provides that a Sub-Postmaster is responsible for all losses caused through his own negligence, carelessness or error and for losses of all kinds caused by his assistants.

In practice, where losses occur, Post Office Counters does not always exercise the full contractual right to recover the total loss. Relief may be given, in full or in part, depending upon the specific circumstances surrounding the loss. Each individual case will be judged upon its merits. Full relief is normally given for losses incurred in the first 6 weeks of the appointment.

In the case of theft or burglary, the question of granting relief will depend upon whether the Sub-Postmaster has taken reasonable precautions to safeguard the official cash and property.

In the case of losses caused by fraud, the question of granting relief will depend upon the specific circumstances of the case. Relief will be given where the Sub-Postmaster is in effective control of the Sub Post Office and where the circumstances of the case indicate that the loss did not arise from negligence.



**It is imperative that in any case where a Sub-Postmaster suspects fraud, this be immediately reported to the Regional General Manager.**

## **TRAINING**

At the time of going to press, the Federation was actively participating in a Quality Improvement Project (QIP) on Sub-Postmasters' training. The aim of the QIP is to identify and introduce methods to improve the initial and ongoing provision of training of Sub-Postmasters and their assistants in handling Post Office business in order that they are enabled to achieve the standards of service expected by Post Office Counters, its customers and clients and to enhance pride in their performance.

## **QUALITY STANDARDS**

In 1989, agreement was reached with Post Office Counters to introduce a new section on quality into the Sub-Postmaster's contract. This section of the contract sets out to clearly define the difference between quality of service (eg, waiting time) and quality of performance (eg, transaction accuracy).

The contractual change was supported by Guidelines for District Managers to be read in conjunction with the contract. The aim of these Guidelines was to ensure that this element of the contract was implemented fairly and consistently throughout the network. The Guidelines placed emphasis upon positive encouragement to achieve high quality standards, rather than being viewed primarily as an opportunity to take sanctions against Sub-Postmasters.

These Guidelines were issued in 1990 to ensure that financial penalties were not passed on to Sub-Postmasters without proper consideration of the specific circumstances of the case and with due regard to positive measures to improve performance.

The 1990 guidelines remain relevant and they are therefore reproduced below in full:-

### **“QUALITY OF SERVICE & QUALITY OF PERFORMANCE**

#### ***GUIDELINES FOR DISTRICT MANAGERS TO BE READ IN CONJUNCTION WITH SECTION 22 OF THE SUBPOSTMASTER'S CONTRACT***

- 1. This commentary should be read in conjunction with the subpostmaster's contract. The objective behind having a Quality chapter is to improve the service which we give to customers and clients. It must not be viewed primarily as an opportunity to take sanctions against subpostmasters. It calls for regular assessment of standards of service and for those standards to be communicated clearly and concisely to the subpostmaster.*
- 2. In laying down our requirements we must have a proper regard to our own standards. It is not sufficient for us to require particular standards of a subpostmaster when we cannot*



*provide the subpostmaster's needs. Consequently before any action is taken, the local manger must satisfy himself that there were no relevant deficiencies in POCL's performance.*

3. *Throughout, the emphasis must be on improving service rather than punishing for poor service.*
4. *District Managers should pay particular attention to any apparent failings in the training that a subpostmaster has received and should seek to remedy such by placing special emphasis on transactions which appear to cause difficulty.*
5. *Visiting Officers and Area Managers will in future need to develop methods of briefing which ensure that subpostmasters are aware of our requirements with a view throughout to improving performance.*
6. *It must be only when all else fails that penalties or parts of penalties are passed on to subpostmasters. In such cases local managers will need to have a special regard to the items listed on the associated paper.*
7. *In applying these guidelines, Managers should take the following factors into consideration before reaching a decision:-*
  - (1) *The experience of the subpostmaster.*
  - (2) *The way in which the office is run e.g. the extent of supervision or degree of carelessness.*
  - (3) *Inability of POCL to meet its obligations to provide facilities which would bear on standard of service.*
  - (4) *Extent to which the subpostmaster was aware of the standard required.*
  - (5) *Training given to the subpostmaster.*
  - (6) *Extent of retraining or counselling.*
  - (7) *Previous errors of a similar nature.*
  - (8) *Previous errors from other transactions.*
  - (9) *Accounting record.*
  - (10) *Any other exceptional circumstances which would have a bearing.*
8. *In particular for items 7, 8 and 9, provided there has not been a recent recurrence there must come a time when a previous errors should be regarded as "spent".*

9. *Throughout, the principle must be to encourage subpostmasters and their staff to improve their standard of performance. This should be achieved by briefing subpostmasters to ensure that they fully understand what is required of them. Where a gap in knowledge is identified, appropriate action should be taken to give the subpostmaster the opportunity to revisit areas which give cause for concern.*
10. *Punitive measures be they financial or contractual, will normally be a last resort. The local Manager can only pass on the cost of any loss or penalty borne by POCL. However, depending upon the circumstances set out above there will be many cases where a degree of relief should be given.*
11. *All subpostmasters should be furnished with a list of transactions which may carry a financial penalty for Post Office Counters Ltd.”*

**NB** These guidelines have not been rewritten to reflect subsequent reorganisation.

## **PUTTING THE CUSTOMER FIRST**

In 1993, the Federation agreed to a change to the Sub-Postmaster's contract to support the roll out of the "Putting the Customer First" programme to Sub Post Offices. This contractual change committed Sub-Postmasters to participate in "Putting the Customer First" by attending the training sessions which form the programme and carrying out the interim activity required between sessions. A Sub-Postmaster's Sub Office assistants are also expected to undergo the training programme, either at sessions led by the Sub-Postmasters themselves, once they are trained, or the Retail Network Manager. Sub-Postmasters should make all reasonable efforts to encourage their staff to participate in the training.

Payment for travel and substitution is made by Post Office Counters at the "off-site" sessions which make up the programme.

## **MORATORIUM ON PENALTY PAYMENTS**

In August 1993, agreement was reached with Post Office Counters for a moratorium on the passing on of certain QPA penalties in recognition of the considerable improvements made in the standards of service delivered to Counters Agency clients by Sub-Postmasters and their staff. It also took into account the constructive manner in which the Federation had approached the roll out of the "Putting the Customer First" programme. The moratorium was agreed in respect of the following transactions:-

### **Girobank**

- Error notices issued in respect of PDR, (G6301/G6302) and Green/Violet Giro cheques (G6305/6307) transactions

**British Telecom**

- Late dispatch of BT bills, with due account to cut off times where this is demonstrably the fault of the Sub-Postmaster.

**DVLA (MVL offices only)**

- Licence issued early
- Incorrect licence issued.

Initially, the moratorium was agreed until 31 March 1994, but was subsequently extended to cover the whole of the 1994-95 financial year. Its future beyond the end of March 1995 was not determined at the time of going to press.

It should be noted that the moratorium on QPA penalties does not in any way lessen the contractual responsibility for Sub-Postmasters to make good any losses to the Business caused by their, or their assistants', carelessness or negligence. All contractual provisions referring to those losses were specifically excluded from the moratorium. In view of the importance of the QPA issue, the current contract referring to QPA penalties also remains a part of the Sub-Postmaster's contract.

Full details of those errors for which a contribution may be sought towards losses incurred are contained in the Sub-Postmaster's contract.

**ABSENCE FROM THE OFFICE**

The Sub-Postmaster is not obliged to attend the Sub Office personally, but he is required, whether he is there or not, to accept full responsibility for the proper running of the office. A Sub-Postmaster must make proper provision, at his own expense, for the conduct of the office whilst he is away. Any absence lasting more than three days should be notified to the Regional General Manager.

The Post Office provides assistance towards the cost of a substitute in respect of certain absences. These are:-

- Absence on holiday
- Sickness Absence
- Absence on Territorial Training
- Absence on Jury Service.

**HOLIDAY SUBSTITUTION ALLOWANCE**

A Sub-Postmaster is not entitled to annual leave, but subject to certain conditions, may claim reimbursement of the necessary cost of substitution when taking a holiday. To qualify for



reimbursement, the Sub-Postmaster must be able to certify that he renders on average not less than eighteen hours' personal service each week.

Reimbursement of the costs of substitution is paid as a Holiday Substitution Allowance and the maxima payable are published annually in the Pay Supplement.

To help Sub-Postmasters to overcome the difficulties sometimes experienced in obtaining suitable substitutes in a particular year the holiday substitution allowance extends over a period of two years. The holiday periods for which the costs of substitution are payable are:-

- For a Sub-Postmaster with less than ten years service; a total not exceeding seven weeks in a period of twenty four months beginning 1 April in every odd year; seven weeks for this purpose consists of forty two weekdays plus not more than seven associated Sundays.
- For a Sub-Postmaster with ten years or more aggregated service; a total not exceeding 8 weeks in a period of twenty four months beginning 1 April in every odd year; eight weeks for this purpose consists of forty eight weekdays plus not more than eight associated Sundays.
- Subject to the above limits on holiday periods, Sub- Postmasters may claim reimbursement of substitution costs for absences of less than three days, provided that claims are aggregated and made quarterly.
- The amount of the allowance is proportionately reduced in respect of the first and last years of a Sub-Postmaster's service. A proportionate adjustment will be made when a Sub-Postmaster qualifies for the higher allowance during the two year cycle.

The Sub-Postmaster must do his best to find his own substitute and make all necessary arrangements for his absence, which should be notified to the Regional General Manager. In cases of difficulty the Regional General Manager or the Secretary of the local Branch of the National Federation of Sub-Postmasters may be able to give the names and addresses of local people known to be willing to offer their services as holiday reliefs to Sub-Postmasters. Responsibility for concluding agreements with such people remains with the Sub-Postmaster concerned.

The Sub-Postmaster must submit a formal claim for reimbursement of the holiday substitution allowance within three months of the end of the period of substitution to which the claim relates. He must certify:-

- that he has taken a holiday both from the Sub Post Office and from his private business during the whole period covered by the claim; and
- that, in respect of the services he provided as Sub-Postmaster, he has actually and necessarily incurred additional expenditure equating to the amount claimed, in respect of a paid substitute or substitutes with the exception of members of his family who normally participate in the Sub Office work other than merely occasionally.



A Sub-Postmaster who holds more than one Sub Office appointment and who satisfies the general conditions entitling him to claim reimbursement must also satisfy the further conditions that he is absent from all his Sub Offices at the same time. Only one claim for reimbursement is admissible and not one claim per office held.

A Sub-Postmaster is allowed to dispense with the preparation of cash accounts on up to three occasions in each accounting/financial year during his own absence on holiday.

It should be noted that it will not be possible to dispense with two consecutive cash accounts when one or both of them, or the next account that would be due, is for longer than a normal cash account week, eg Christmas and New Year. However, applications to dispense with one account at such times will be considered.

Where a cash account is prepared during the Sub-Postmaster's absence on holiday and is signed by a substitute on his behalf, a note to this effect should be made on the Account.

The full conditions and procedures to be followed are contained in Section 4 of the Sub-Postmaster's contract.

## **SICKNESS SUBSTITUTION ALLOWANCE**

*See Section on Sickness*

## **ABSENCE ON TERRITORIAL TRAINING**

A Sub-Postmaster who renders on average not less than eighteen hours' personal service each week may be reimbursed with the cost of providing a substitute, up to the maximum of the appropriate Holiday Substitution Allowance in force, for an additional period of absence of up to twelve working days and two associated Sundays in each year, to attend territorial training. The conditions and procedures to be followed are contained in Section 5 of the Sub-Postmaster's contract.

## **ABSENCE FOR JURY SERVICE**

Post Office employees are not entitled to claim exemption from Jury Service on the grounds of their employment. A Sub-Postmaster who receives a summons to serve on a jury should notify his Regional General Manager immediately, and should inform him of the arrangements which he proposes to make for the conduct of the work of the Sub Office in his absence.

Where exceptionally the Sub-Postmaster is unable to find a substitute and the Sub Office is temporarily closed on account of the absence of the Sub-Postmaster on jury service, the scale payment for the period of the closure will be withheld.

Sub-Postmasters attending for jury service should claim from the court any allowances for which they are eligible in respect of travelling and subsistence and, where appropriate, compensation for loss of remuneration. If a Sub-Postmaster is in need of advice as to the allowances to which he will be entitled, he should seek this from the official responsible for the issue of the summons.

## **COMMUNITY SUB OFFICE CONTRACT**

A Sub Office is designated as a Community Sub Office if it earns less than 50,000 units a year and the Sub-Postmaster is not required to be open for the total hours of normal counter service. Where a Sub Post Office is not open full time and transacts between 50,000 and 125,000 units a year, it is referred to as a Restricted Hours Office.

Since June 1987, the majority of offices transacting less than 50,000 units have been redesignated a Community Office upon vacancy.

Under the terms of the Agreement which extended the Community Contract to Restricted Hours Offices, no existing Sub-Postmaster may be forced to convert to Community status, but can volunteer to do so with the agreement of the Regional General Manager. Otherwise an office open full time will only be converted to Community status at the time of vacancy if it is not possible to appoint a suitable full time candidate. If the work of a Community Sub Office exceeds 125,000 units the Sub-Postmaster may opt to provide services on a full time basis.

## **MAILWORK SUB-POSTMASTERS CONTRACT**

Sub-Postmasters enter into a separate contract with Post Office Counters for their Mailwork duties. This contract is signed in addition to the normal contract of appointment as a Sub-Postmaster.

Remuneration for the facilities and services provided by the Mailwork Sub-Postmaster are paid in accordance with the agreements in force between Post Office Counters and the Federation. Any changes to pay and conditions of service are also subject to consultation with the Federation.

Following negotiations between the Federation and Post Office Counters, it was agreed that new payment arrangements would be introduced towards the end of 1995. (For further details, refer to Section 3 - Pay.) The revised payment systems are being introduced together with specifications which make clear the respective responsibilities of the Mailwork Sub-Postmaster, Royal Mail and Post Office Counters. These will be underpinned by a 'local unit specification' which will be agreed between the individual Sub-Postmaster, the Retail Network Manager and local Royal Mail management. This is due to be set up for every Mailwork Office by the end of 1996.

The new arrangements identify that the key responsibilities for Mailwork Sub-Postmasters revolve around their requirement to provide premises and to supervise the Royal Mail staff and the operations that are carried out in those premises. The approach also recognises that in

different size offices, in different parts of the country, the precise application of the arrangements may differ.

## **REVISED SPECIFICATIONS**

The Sub-Postmaster's specification outlines the responsibilities of the Sub-Postmaster in a Mailwork Sub-Post Office, the activities being basically the same as that already covered in the existing contract. The revised specification makes these requirements more explicit and therefore clearer.

For the Sub-Postmaster to do the job effectively, Royal Mail must support various activities and these are covered in the Royal Mail specification.

Mailwork Sub-Postmasters have always been required to provide suitable accommodation for the effective discharge of Mailwork duties and have been responsible for meeting the provisions of relevant legislation, in particular the Health & Safety at Work Act. The accommodation specification does not change this, but it does clarify the types of issue involved in accommodation provision by reference to work place regulations issued by the Health & Safety Executive.

The specification also explains how Royal Mail can undertake assessments of premises in line with their statutory responsibilities. If action is necessary to bring standards up to the relevant legislation, an action plan is agreed between the Sub-Postmaster and local Post Office Counters Limited and Royal Mail representatives. If the action is necessary because of changes in Royal Mail requirements (such as more Postmen) or legislative requirements changing since the Sub-Postmaster's appointment, then arrangements are made for Royal Mail to fund the work.

These three specifications are tailored to the needs of an individual local office through the agreement of a 'Local Unit Specification' by the Sub-Postmaster and local Royal Mail and Post Office Counters Limited representatives. That Local Unit Specification details how Mailwork is done at that particular office. These should be set up by the end of 1996.

## **PAYMENT ON WITHDRAWAL OF MAILWORK**

Where the whole or part of either category of Mailwork carried out at a Sub Office is withdrawn, the Sub-Postmaster will receive a lump sum, an amount equivalent to 1.5 times the consequential annual reduction in pay. The reduction in pay should take effect from the date of the withdrawal of the work.

If the withdrawal of mailwork happens in stages, the Sub-Postmaster should receive a lump sum in respect of the reduction on each occasion. In cases where there is simultaneous loss and gain of mailwork the lump sum payment should be calculated on any nett loss.

Payments should not be made where the change is due to variations in traffic.



At least three months' notice, or payment in lieu of three months' notice will be paid on withdrawal of mailwork, except in those cases where the Sub-Postmaster's contract is summarily terminated or where he resigns to avoid summary termination.

Payment for the loss of mailwork will not be made where work is withdrawn at:-

1. the request of the Sub-Postmaster;
2. the time of summary termination or resignation to avoid summary termination;
3. a minimum payment office which is already paid for more work that it carries out.

The annual revision date will be unaffected by the withdrawal of mailwork.

## **SECURITY OF TENURE**

Prior to 1989 the terms of the contract provided Sub-Postmasters with no guaranteed tenure of appointment beyond three months from a current date.

In 1989 a new agreement was reached which provided greater security of tenure. The terms of the agreement which now operates specifies that a successor will be appointed at the outgoing Sub-Postmaster's premises unless:-

- the Regional General Manager has stated that he wishes to close or resite the office on vacancy, or
- no acceptable candidate can be found to take over the appointment as Sub-Postmaster in the existing premises before the incumbent Sub-Postmaster wishes to cease his appointment.
- the outgoing Sub-Postmaster's contract is terminated either summarily or with three months' notice by Post Office Counters, or where the Sub-Postmaster resigns to avoid termination of contract.

In accordance with this agreement, when a Sub-Postmaster resigns, the vacancy is advertised for filling only at the existing premises. Sub-Postmasters may extend their contractual three months' notice period in order to give the opportunity for an acceptable candidate to be appointed.

The absolute discretion of Regional General Managers to appoint a Sub-Postmaster remains unchanged by this agreement.

## **RESIGNATION**

A Sub-Postmaster who wishes to resign his appointment must give three calendar months' notice in writing. If he does not give such notice Post Office Counters may require him to pay any expense which it incurs in providing temporary arrangements to cater for the business which



would normally be expected to be transacted at the Sub Office during any part of the three month notice period.

It should be noted that there is no specific age limited for the retirement of a Sub-Postmaster. Unless indicated otherwise by the Regional General Manager, a vacancy will be advertised at the existing Sub Post Office premises.

## **COUNSELLING ON RESIGNATION**

Any Sub-Postmaster contemplating resignation from his office, or planning major investment in his premises, is entitled to seek a counselling interview from his Regional Office at which the Region will inform him of their future plans for the office should he resign, confirming this advice in writing.

If that advice is that the Regional General Manager would propose to close the office, or to relocate it, both parties must understand that, under the Code of Practice agreed with the Post Office Users' National Council, Regional General Managers must consult local opinion (MP's, Local Authorities, POACS, etc) before making their final decision on any proposal to close or relocate an office. Any advice to the effect that, in the event of the Sub-Postmaster resigning, the Regional General Manager would intend to propose closing the office must therefore be subject to the outcome of this consultation.

The following principles will govern all such interviews:-

1. they will be convened only at the request of the Sub-Postmaster;
2. they will be strictly confidential to those involved;
3. advice given by Post Office Counters will be open, honest and as definitive as is possible;
4. any such advice will normally hold good for at least eighteen months unless a shorter period of validity is specified at the interview;
5. while time limits on the validity of advice of six months may be necessary in areas where complex network decisions are involved this short a time period should be used as infrequently as possible;
6. In those exceptional cases in which no assurances can be given but no plan for closure has been developed, the Region should make clear to the Sub-Postmaster that the issue will be resolved as soon as possible, and in no more than three months.

It is intended that the advice given should be accepted as sufficiently robust for Sub-Postmasters to have confidence in its value. If, exceptionally, during the period of validity of the counselling advice, the decision as to the future of the office concerned is changed, the Regional General

Managers should, in order to avoid unnecessary disruption and possible financial loss to the Sub-Postmaster, inform the Sub-Postmaster of the changed circumstances.

The counselling agreement is designed to benefit Sub-Postmasters. Both the National Federation of Sub-Postmasters and Post Office Counters believe it is important that Sub-Postmasters take advantage of the opportunity it offers. It is also important that Sub-Postmasters understand that they can seek a renewal of such counselling advice at any stage.

## **TRANSFER OF OFFICE**

Under the terms of an agreement between Post Office Counters and the Federation, the requirement for an introductory payment will be waived in cases where the Sub Post Office appointment passes to the spouse or a member of the immediate family (ie, son or daughter). This may be done in the event of death, retirement (ill health or age) or resignation of the Sub-Postmaster.

The introductory payment will be waived provided that:-

1. the premises are satisfactory and conveniently situated, enabling the office to remain “on site”,
2. the office has been conducted satisfactorily, and
3. the spouse, son or daughter or to whom it is proposed to transfer the appointment, is eligible and suitable in all respects.

There is no requirement for previous service in the Post Office by that member of the family.

This agreement is designed to cater for those specific circumstances in which Post Offices have been run successfully and it is intended to keep them running within the immediate family.

It should be noted that in order to qualify for this waiver, the transfer of the Post Office must be made for non-commercial reasons. Regional General Managers have been instructed by Counters Business Headquarters to be flexible in approach in these cases.

## **RETIREMENT**

### **GIFTS FOR LONG SERVICE IN THE POST OFFICE**

Long service with the Post Office is recognised by the Post Office Group presenting the officer with a gift when he leaves its employment. Sub-Postmasters who have given twenty five years' or more service to the Post Office are included in the scheme. Qualifying service includes full time Post Office service (whether temporary or permanent), sick leave, special leave with pay, National Service which interrupted Post Office service, and part time service of eighteen hours a

week or more. Officers who are dismissed, resign to avoid dismissal, or whose services are terminated for inefficiency do not qualify for consideration.

Gifts fall into four categories, one for those with 25-34 years of service; one for those with 35-39 years of service; 40 years plus; and 50 years plus. Those in the 50 years plus category have an option of:-

1. choosing a gift from the special range appropriate to their category
2. choosing instead from the normal 40 years plus range and having, in addition, a suitable memento in a form favoured by the individual.

The gift will be chosen from an officially approved catalogue and ordered by the local management from the official suppliers. A request can be made for the gift to be suitably inscribed except where the article chosen is not suitable for engraving. Presentation will be made on the last day of service, or the last day of work, and normally made personally. In exceptional cases, the gift will be forwarded by post in which case care will be taken to avoid damage.

A recipient may not opt for cash in lieu of the gift nor may he choose to make a contribution in order to obtain a more expensive gift.

## **COMPENSATION FOR LOSS OF OFFICE**

An agreement between Post Office Counters and the Federation makes provision for machinery and funds to enable certain discretionary payments to be made to certain Sub-Postmasters who terminate their contracts and whose Sub Post Offices are either then closed or re-established in other premises.

Under the terms of this Agreement a discretionary payment may be made to Sub-Postmasters who:-

- 1) resign and whose Sub Post Office is either closed or resited, or
- 2) whose contract is terminated by Post Office Counters in order to close the Sub Post Office permanently.

The Fund from which these payments are made is financed jointly by the National Federation of Sub-Postmasters and Post Office Counters. The Fund is administered by a management committee consisting of nominees put forward by both the Federation and Post Office Counters. Responsibility for making a discretionary payment in certain circumstances rests with the Management Committee which reviews all applications prior to payment.



A Sub-Postmaster who is granted a payment under this Agreement is paid an amount equal to twenty six months of the gross remuneration in force on his last day of appointment. Gross remuneration for these purposes is calculated in accordance with the unit scale and includes all regular allowances in force on the last day of appointment.

If a Sub-Postmaster who is awarded a payment under this Agreement has a deficiency in his final account, Post Office Counters may, at its absolute discretion, deduct from the payment a sum equivalent to that deficiency.

There is no contractual entitlement to payment which is made on an ex gratia basis. Such payment has only a limited liability to taxation - under Section 148 of the *Income and Corporation Taxes Act 1988*. This provides that the first £30,000 of any payment is exempt from taxation.

## **INJURIES FROM ATTACK**

Under the terms of a long standing agreement between the Federation and Post Office Counters, Post Office Counters may provide financial assistance to Sub-Postmasters who are attacked.

Where in the course of duty a Sub-Postmaster and/or his Assistant receive injuries in a robbery the amount of assistance to be given to the Sub-Postmaster by the Post Office is determined on the merits of each case, on the following broad basis:

1. Where the Sub-Postmaster or an Assistant is temporarily incapacitated but the office is kept open, reasonable additional costs of any necessary substitution, less the amount of any state benefits received, may be granted on the authority of the Regional General Manager.
2. Where the Regional General Manager agrees that it is necessary to close the office temporarily, payment of the normal scale payment, less the amount of any state benefits received, and any savings made possible by the closing of the office may be made for a period of up to twelve months on the Regional General Manager's authority.
3. Reimbursement of reasonable expenses necessarily incurred on incidental items, (eg, for damage to clothes, conveyance to hospital) may be approved by the Regional General Manager.

## **CRIMINAL INJURIES COMPENSATION BOARD**

Compensating victims for crimes of violence is dealt with by the Criminal Injuries Compensation Board. Details of the scheme can be obtained from the Board, The Department of Social Security, Department of Employment and Citizens Advice Bureaux.



The address for England and Wales is Whittington House, 19 Alfred Place, London, WC1E 7EA and for Scotland is Blythswood House, 200 West Regent Street, Glasgow, G2 4SW.

Injuries which occur in Northern Ireland, the Channel Islands and the Isle of Man are outside the scope of the government scheme.

## **CRIMINAL INJURY COMPENSATION SCHEME**

Since 1 September 1993, Post Office Counters has been operating an in-house Criminal Injury Compensation Scheme which replaced the Norwich Union Insurance Scheme.

The scheme continues to provide cover to Sub-Postmasters and their registered Sub Office assistants, reliefs and substitutes who sustain permanent physical injury arising from an attack in the furtherance of theft of Post Office cash and stock on the premises, in and out of normal business hours.

The current maximum benefit payable is £60,000 in cases of death or 100% permanent disability. The scheme also covers travel to and from banks, CRU's, etc, where this travel is required to be undertaken by Post Office Counters . In cases of dispute, claims may go to the insurance broker Alexander & Alexander, for independent arbitration.

Full details of the Compensation scheme can be found in Section 11 of the Sub-Postmaster's contract.

The scheme has been extended to cover Sub-Postmasters and all staff, reliefs and substitutes who are engaged in Lottery business on the retail side of their business.

## **SECTION 5 - SICKNESS**

## **STATUTORY SICK PAY**

Employees are entitled to be paid Statutory Sick Pay (SSP) by their employer, the amount of which has been fixed by Government in each financial year. Payment of Statutory Sick Pay is dependent on the employee satisfying rules regarding periods of incapacity, periods of entitlement, qualifying days and, at the discretion of the employer, rules on notification of absence.

The employer's ability to reclaim Statutory Sick Pay payments from the Government has been the subject of a number of significant changes. Prior to 6 April 1994, most employers were limited to reclaiming 80% of Statutory Sick Pay payments. From 6 April 1994, the right of employers to reclaim Statutory Sick Pay payments was removed, other than for small employers. The Statutory Sick Pay Small Employer's Relief Scheme was abolished from 6 April 1995 and is replaced by the Percentage Threshold Scheme. The new scheme is not restricted to small businesses and applies to all Statutory Sick Pay payments for days of incapacity on or after 6 April 1995. The new scheme is designed to help employers who have a high proportion of their workforce sick at any one time and is not restricted to small businesses. Unless you qualify under the new scheme you are not entitled to recover any of the Statutory Sick Pay paid to your employees.

A single rate of Statutory Sick Pay is payable for days of incapacity for work which falls on or after 6 April 1995. Statutory Sick Pay is treated as earnings and so is subject to PAYE and National Insurance Contributions from the employee. Statutory Sick Pay should be paid to employees at the same time that wages would have been paid for the same period.

Employees who are not eligible for Statutory Sick Pay may be entitled to other Social Security benefits instead. In Northern Ireland, arrangements are basically the same, although with some differences in detail.

There is no legal requirement on an employer to pay an employee sick pay whilst the employee is absent from work, other than a requirement to pay Statutory Sick Pay.

## **SUB-POSTMASTERS**

Post Office Counters Ltd is obliged to comply with the Statutory Sick Pay Scheme in respect of Sub-Postmasters. This is because under the terms of the legislation, the term *employee* includes those employed in an office with emoluments chargeable to Schedule E Income Tax.

Statutory Sick Pay can only be paid on qualifying days. Qualifying days for Sub-Postmasters are those days on which a Sub-Postmaster is normally required to provide a service. Where service is only required for part of a day, this day counts in full for Statutory Sick Pay purposes.

## ELIGIBILITY

An employer is obliged to pay statutory sick pay to employees, aged sixteen and over, who have been off sick for four or more days in a row. Any period less than this does not qualify for statutory sick pay.

A period of incapacity for work (PIW) is a period of sickness lasting for four days or more. Any two PIW's which are separated by less than eight weeks are known as linked PIW's and are treated as one PIW. This is important to know when working out whether Statutory Sick Pay is to be paid and the amount of the payment. If an employee cannot get Statutory Sick Pay at the start of a PIW, they will not be entitled to it in any subsequent linking PIW.

An employee cannot get Statutory Sick Pay if, on the first day of the PIW:-

1. Their PIW links with a recent claim for Social Security Benefit. The benefits which link are Incapacity Benefit, Severe Disablement Allowance and Maternity Allowance.
2. They have already been due twenty eight weeks' Statutory Sick Pay from their previous employer.
3. Their average weekly earnings are below the level at which National Insurance contributions are payable.
4. Their contract of service is for a specified period of three months or less.
5. They are over age sixty five.
6. She is within the "disqualifying period" related to her pregnancy.
7. They are away from work because of a trade dispute.
8. They are in legal custody.
9. They are outside the European Economic Area.
10. They have not yet done any work for you.

## RECORDS

A Sub-Postmaster, like other employers, is required to keep accurate records relating to all employees and Statutory Sick Pay liabilities. These records can be kept in any way which is convenient but in such a way that National Insurance Inspectors can have access to them on request within a reasonable time. These records must be kept for at least three years after the end of the tax year to which they relate. There is a penalty on conviction for failure to comply. The DSS has produced a Statutory Sick Pay record



sheet, *Form SSP2*, which is available free from the Contributions Agency at the local Social Security office.

## **DISAGREEMENTS**

An employer who refuses to pay Statutory Sick Pay to an employee is required to provide a written statement of these reasons if requested by the employee. An employee who disagrees with this decision can ask the Adjudication Officer for a formal decision. Adjudication Offices are based at the local Social Security Office.

A further right of appeal for either side can be referred to a Social Security Appeal Tribunal or Commissioner.

Detailed advice concerning all aspects of Statutory Sick Pay can be found in the *Employer's Manual on Statutory Sick Pay* produced by the Contributions Agency.

## **WHEN STATUTORY SICK PAY ENDS**

Usually, liability to pay Statutory Sick Pay will end because an employee's incapacity for work under the contract ends, ie, they return to work or stop sending doctor's statements. But there are other reasons for an employer's liability to end. Statutory Sick Pay does not have to be paid for any day after an:-

1. employee's contract of service ends,
2. employee has been due twenty eight weeks' Statutory Sick Pay in a PIW,
3. employee's linked PIW with you has run for three years,
4. employee's disqualifying period related to her pregnancy begins,
5. employee is taken into legal custody,
6. employee goes outside the European Economic Area,
7. employee dies.

The liability to pay Statutory Sick Pay ends after the last qualifying day of an employee's sickness.

## **INDUSTRIAL INJURIES**

In the event of an injury resulting from an accident "*arising out of and in the course of employment as a Sub-Postmaster*", the Regional General Manager should be informed at once. This is most important as an employee who fails to notify the employer may be unable to qualify for Industrial Injuries Benefit.

Industrial Injuries Benefit is a general term covering a number of benefits. If a claim for Industrial Injuries Benefit is made, the DSS will send a form asking for full details of the accident. A claim should be made within three months of the first day of entitlement. The claimant should obtain the correct application form from the local Social Security office.

Even if the accident does not cause incapacity for work qualifying for injury benefit, but does result in disablement which is substantial or likely to be permanent, an injured person may be entitled to an alternative benefit. This should be claimed by applying to the local DSS Office.

If the accident does not immediately result in incapacity or disablement, but there is a possibility it may do so in the future, an injured person can safeguard his future right to benefit, by applying for a declaration that the accident was an industrial accident. This should be done on a form which can be obtained from the local DSS Office.

## **STATUTORY MATERNITY PAY**

Statutory Maternity Pay is normally paid to an employee who is away from work to have a baby.

An employer who is entitled to Small Employer's Relief can recover 100% of the Statutory Maternity Pay and an additional amount, 5% from 6 April 1995, of the total gross Statutory Maternity Pay as compensation for the National Insurance Contributions payable on the Statutory Maternity Pay.

An employer who does not qualify for Small Employer's Relief can recover a lesser amount of the Statutory Maternity Pay paid to employees from National Insurance Contributions and, if necessary, tax payments.

In Northern Ireland, arrangements are basically the same as in Great Britain, although with differences of detail.

## **ELIGIBILITY**

For women whose babies are expected on or after 16 October 1994, the new Statutory Maternity Pay regulations have introduced a new system of payment.

Once an employee has completed twenty six weeks' service at earnings more than the National Insurance lower earnings limit and is still employed by the qualifying week,

which is fifteen weeks before the week in which the baby is expected, the employee has the right to Statutory Maternity Pay from her employer. This is up to a maximum of:-

- six weeks at 90% of her earnings
- up to twelve weeks at the lower rate of Statutory Maternity Pay

The new rules have removed the requirement that a woman must be in receipt of Maternity Pay no later than six weeks before the expected week of birth. Entitlement to Statutory Maternity Pay commences when she begins maternity leave and as long as she does not return to work will be entitled to the maximum eighteen weeks regardless of when the expected week of confinement (EWC) or date of birth falls.

### **THE RIGHTS OF AN EMPLOYEE DURING MATERNITY LEAVE**

Regardless of her length of service, she has the right to have all her benefits except remuneration maintained for the first fourteen weeks of maternity leave. Conditions of employment, such as employer contributions to her occupational pension scheme and accrual of holiday pay should also be continued throughout the whole of extended maternity leave.

Other rights are dependant upon the employee's length of service and are listed below. An employee's service is calculated at the eleventh week before the expected week of confinement for the purposes of determining her rights.

#### ***If she has less than twenty six weeks' service:***

She may begin her maternity leave at any time between the eleventh week before the expected week of confinement and the birth and return to work after a maximum of fourteen weeks' leave. She will have no entitlement to Statutory Maternity Pay from her employer.

#### ***If she has twenty six weeks' service or more:***

She will have a possible entitlement to Statutory Maternity Pay if she meets the qualification criteria and may begin her maternity leave at any time between the eleventh week before the expected week of confinement and the birth and return to work after a maximum of fourteen weeks' leave.

#### ***If she has two years' or more service:***

In order to qualify for extended maternity leave, the woman must have service of at least two years full time (sixteen hours per week or more) or five years part time (eight to sixteen hours per week) immediately prior to the eleventh week before the expected week of confinement.



She will have a possible entitlement to Statutory Maternity Pay if she meets the qualification criteria and may begin her maternity leave at any time between the eleventh week before the expected week of confinement and the birth and may return at any time up to twenty nine weeks after the birth, making a maximum of forty weeks' leave possible.

She must give twenty one days' notice of her return to work, but her employer may ask for confirmation of her intention to return after she has completed at least eleven weeks of her maternity leave. If she fails to respond within two weeks she may lose her right to return and she must be told this in the letter. Her return to work may be delayed by her for up to four weeks on medical grounds, upon production of a medical certificate. The employer may delay her return to work by up to four weeks on business grounds.

### **THE RIGHT TO RETURN**

The employee has the right to return to the same work and contract under which she worked immediately before the beginning of her maternity leave. The terms of employment must be not less favourable than if she had not been absent, for example, if there has been an across-the-board pay increase for employees, she must receive it too. This does not necessarily guarantee her return to exactly the same job as long as it has the same status and conditions and is essentially the same work as before. If she wishes to return to part time work having previously been full time and the management decides that they can accommodate her request, she may do so. Failure to allow her to return to part time work when it is available can be construed as sexual discrimination. Tribunals look closely at every case on its merits. If an employer can show that a return to part time work would be seriously disruptive to the organisation he might justify refusing to allow it.

### **SICKNESS SUBSTITUTION ALLOWANCE**

A Sub-Postmaster is not required to give personal service and is not entitled to sick leave. However, a Sub-Postmaster giving eighteen hours' or more personal service a week, with the exception of men over seventy years of age and women over sixty five years of age, who incurs substitution costs as a result of absence from the office through illness for a continuous period of three weeks, or more, may claim a Sickness Substitution Allowance from Post Office Counters Ltd.

This allowance is paid when any continuous period of absence as a result of illness extends to three weeks or more, and is paid retrospectively for all but the first week of absence. Payment continues until an aggregated period of thirteen weeks has been reached in any consecutive period of twelve months.

The maximum allowance which can be claimed is the current Holiday Substitution Allowance, other than for the first week, or the actual cost of the substitution. If certain state benefits are paid to the Sub-Postmaster, then this must be notified to the Post Office who will reduce the allowance by the personal benefit paid to the Sub-



Postmaster. The personal benefit does not include any allowances for dependant adults or children. Where Statutory Sick Pay applies, there should be no reduction in the rate of the allowance.

Claims for the allowance should be submitted at the end of the three weeks' period, and at the end of each subsequent four weeks' period until either the period of sickness is finished, or, the maximum entitlement of thirteen weeks in a year has been reached.

Where a Sub-Postmaster is incapacitated by an accident or illness which results, or is likely to result, in a CONTINUOUS absence beyond thirteen weeks, Regional General Managers may authorise payment of the allowance to be extended up to a maximum period of twenty six weeks in any one period of twelve months. Where a Sub-Postmaster has already received up to twelve weeks of the Sick Absence Substitution Allowance entitlement in the previous twelve months he may, because of an absence resulting from an extended illness, be entitled to an allowance up to a maximum of twenty six weeks in any one period of twelve months.

Where a Sub-Postmaster's period of reimbursement of sick absence substitution costs is extended beyond thirteen continuous weeks, such extension will be reviewed periodically. Under no circumstances will a Sub-Postmaster be allowed to aggregate separate periods of sick absence beyond thirteen weeks in any one period of twelve months.

In cases where the period of sickness is less than three weeks, Sub-Postmasters eligible for the above allowance may claim any outstanding Holiday Substitution Allowance due to them for the year. In such cases, the allowance is not affected by certain other state benefits received by the Sub-Postmaster.

**Statutory Sick Pay and other State benefits are complex areas which are constantly changing. The purpose of this section is to make members aware of the need to comply with their responsibility as employers, but is not intended to provide advice for any individual member. No responsibility for any member's action or their refraining from action as a result of information in this section can be accepted by the National Federation of Sub-Postmasters.**

**NOTE:** A Social Security Advice Line is provided for employers by the DSS for help on National Insurance Contributions, Statutory Sick Pay and Statutory Maternity Pay. The telephone number is **GRO**.

# **SECTION 6 - TAX AND NATIONAL INSURANCE**

## **INCOME TAX**

Income Tax is collected applying different rules and collection methods, there being two main distinctions in relation to earned income, the distinction being made between income from employment and income from self-employment.

Income from employment by the Post Office is taxed under Schedule E, being collected under the Pay as You Earn (PAYE) system.

Income from self-employment, such as earnings from retail businesses, run parallel to Sub Post Offices, is taxed under Schedule D Case 1, being collected by way of direct Assessment up to and including the 1995-96 tax year.

A new system of assessing and collecting Income Tax from self-employment is to be applied from 1996-97 onwards.

The new system will not affect the manner in which taxable profits are calculated and, more specifically, the rules governing the allowability of expenditure, but will transfer the responsibility for calculating and then reporting tax liabilities to the tax payer, albeit with the option of arranging for the Revenue to calculate the liability on your behalf if the Self-Assessment form and all appropriate information relating to assessable income is forwarded to them by 30 September following the end of the tax year.

In conjunction with the change over to Self-Assessment, the basis on which self-employed income is to be taxed is to be changed from what is currently known as the Prior Year Basis (PYB) to the Current Year Basis (CYB). This will apply fully from 1997-98, 1996-97 being what is known as the "transitional year".

The new system will tax business profits on the basis of the twelve months accounting period ending in the year of Assessment, for example, year ended 31 December 1997 will form the basis of assessment for 1997-98.

The Federation, at the time of going to press, is compiling more information on these important changes and will endeavour to keep members informed of matters which may affect them and on which they may wish to seek specific advice in relation to their personal circumstances, from their own Tax Advisors.

## **PERSONAL ALLOWANCES**

Since the introduction of separate taxation of husband and wife on 6 April 1990, each partner is treated completely separately for Income Tax and National Insurance purposes.

This means that each is entitled to their tax free personal allowances, the married couple's allowance, where it is possible to elect to share this equally or transfer it in total to the wife, together with the independent lower rate and basic rate bands.

Sub-Postmasters and their married partners should ensure that they are planning their affairs in the most tax efficient way to avoid situations where one partner is not fully utilising the tax free or lower rate bands allowances and the other partner may be, for instance, paying tax on part of their income at the higher rate.

Tax codes are issued to individuals taxable under the PAYE system, these taking into account allowances based on age, marital status and annual payments allowable for income tax and there are then deductions from the coding for a wide variety of reasons such as collecting tax at the higher rate on taxed investment income and ensuring that the married couple's allowance is suitably restricted so as to only give relief at the rate of 15% for 1995-96.

The notices of coding, which are issued annually, should be accompanied by an explanatory booklet which should explain the reasons for the allowances and deductions.

It should be noted that the Federation's subscriptions are not allowable expenses against income.

Expenditure incurred on the maintenance of a guard dog continues to be an allowable business expense for self-employed purposes, conventional principles regarding allowability for business purposes being applied. These would include the suitability of the breed for protection of the premises, the primary purpose of its acquisition being the protection of the business and only a reasonable proportion of its maintenance being claimed due to its likely "dual role" as a family pet.

Holiday substitution and sickness substitution allowances are excluded from the amount assessable for Income Tax and members should ensure that no deductions have been made through their PAYE codings in respect of these allowances.

### **TAXABILITY OF DISCRETIONARY PAYMENTS MADE ON CLOSURE OR RESITING OF OFFICES**

The Income Tax position in connection with such payments is liable to scrutiny by the Inland Revenue who will be attempting to identify if any lump sum payments arise from either the cessation of the holding of the office or relate to a payment for services previously performed.

The distinction is a very important one as if the lump sum payment can be identified with services previously performed, then it will be subject to Income Tax and National Insurance following the normal rules under Schedule E. However, if the lump sum payment is not contractual and has been paid purely because of the closure or resiting of an office, then the first £30,000 of any payment is exempt from Tax and National Insurance.

### **MARRIED COUPLES JOINTLY RUNNING BUSINESS**

Where a Sub-Postmaster runs their business with their husband or wife, then, as intimated earlier in this section, thought should be given to arranging entitlement to business income in the most tax efficient manner in order not to waste personal allowances, lower rate bands, etc.

### **NATIONAL INSURANCE**



Since 6 April 1975, all Sub-Postmasters, irrespective of the number of hours devoted weekly to Post Office activities, have been required to be treated as employees for the purposes of National Insurance Contributions in respect of Post Office remuneration. Accordingly, the Post Office deduct employees' National Insurance Contributions from salaries paid to Sub-Postmasters. Contributions should not be deducted from any payment of holiday substitution allowance or grants paid in connection with anti-intruder alarm installations.

Sub-Postmasters are potentially liable to three classes of National Insurance Contributions, namely Class 1 Primary Contributions, Class 2 and Class 4.

Whilst general information is given in relation to the various classes of National Insurance and Sub-Postmasters' potential liabilities to them, each individual Sub-Postmaster's circumstances will, as for Income Tax, be peculiar to him and he should either contact his local Contributions Agency or speak to his Tax Advisor if he is in any doubt that correct contributions are being paid.

### **CLASS 1 CONTRIBUTIONS**

Class 1 Primary Contributions are paid by employees who for 1995-96 earn £58.00 or more per week and are over sixteen years of age and under sixty five years of age (under sixty years of age for women) during a weekly earnings period.

The percentage of income assessed to National Insurance is variable, but for 1995-96, the first £58.00 are taxed at 2% and the remainder, up to a ceiling of £440.00 per week is taxed at 10%. The employer which, in the case of Sub-Postmasters will be the Post Office, is liable to Secondary Class 1 contributions which are applied on a sliding scale, rising to 10.20%. There is no upper limit on earnings chargeable to Secondary Class 1 contributions for 1995-96.

Any Sub-Postmasters who employ staff who are liable to National Insurance Contributions will, of course, also be liable to Secondary Class 1 contributions in their capacity as employer. The contributions paid by Sub-Postmasters in their capacity as employer would, of course, be subject to the same rules as described above. It should also be noted that even though employees over the age of sixty five are not liable to Class 1 Primary Contributions, the employer is still liable to Class 1 Secondary Contributions.

### **MARRIED WOMEN AND WIDOWS - REDUCED RATES OF CONTRIBUTIONS**

Married women and widows were able to elect on or before 11 May 1977 to pay reduced rates (Table B) contributions in exchange for limited benefits. The employer is still liable to pay full Secondary contributions. If a reduced rate election elapses or is revoked, it cannot be revived.

Married women become ineligible to pay reduced contributions on divorce or widowhood or if no Class 1 contributions have been paid or self-employed earnings arisen for two consecutive tax years.

### **CONTRIBUTIONS**

Class 2 Contributions are payable by the self-employed and are due at the flat rate of £5.75 per week for 1995-96.

Contributions are payable within twenty eight days of receiving a bill for the previous quarter or by monthly direct debit to the DSS.

Class 2 National Insurance liabilities apply to self-employed persons who during any weekly earnings period are either over sixteen or under sixty five (sixty for women).

Exemption may be claimed where net profits from self-employment are less than the small earnings limit for self-employed persons, as fixed by the DSS for the relevant year. It should be borne in mind that for the purposes of applying the Small Earnings Exception, from 1994-95 onwards, earnings from employment by the Post Office are excluded from profits in determining if a Sub-Postmaster is eligible for exemption under the Small Earnings Exception rules. In 1995-96 this limit is £3,260.

Applications for exemption are renewable annually or at such time as the DSS specify when granting the original exemption.

Class 2 Contributions entitle contributors to certain benefits including retirement pensions, sickness benefit, maternity benefit and invalidity care benefit and if no such contributions have been paid, together with no Class 1 Contributions, then eligibility to these benefits will be jeopardised.

#### **CLASS 4 CONTRIBUTIONS**

Class 4 Contributions are payable annually in respect of profits from businesses assessable to Income Tax under Schedule D Case 1. The amount assessable for Class 4 Contributions is adjusted for certain allowances, including any loss relief claims and capital allowances.

The net profits assessable to Class 4 Contributions are those for 1995-96 falling in the band £6,640 to £22,880.

The contribution for 1995-96 will be 7.3%.

Income Tax relief is given on an amount equal to half of the Class 4 National Insurance payable. No benefits are payable as a result of contributions paid under Class 4.

#### **DEFERMENT OF LIABILITY**

Where an individual pays contributions in respect of more than one employment or under both Class 1 and Classes 2 and 4 categories, it is possible that the total amount of contributions paid will exceed the maximum annual liability.

Whilst excess contributions will be repaid, initially Class 4 contributions then followed by Class 2 contributions and finally any excess of Class 1 Primary contributions, it is best to avoid this situation by applying to the Secretary of State for a deferment of liability.

It is beneficial from a cash flow point of view to apply to defer any excess liabilities. The criteria used in calculating the level beyond which any refunds of National Insurance Contributions are repaid is based on fifty three weeks' contributions, whereas a weekly paid contributions, such as Class 2, is only payable on fifty two weeks' contributions. When a deferment of liability is in place, it will mean that technically there could be an underpayment of National Insurance Contributions but no action is usually taken to collect any such shortfall.

### ***Class 1***

Application for deferment of Class 1 liability is made by sending completed *Form CF379* supported by the relevant documentary evidence to the DSS at Newcastle-upon-Tyne. Once a certificate of deferment has been issued, the employer will not deduct Primary contributions from the individual's pay, but will continue to pay the Secondary contributions required by the employer.

### ***Class 2 and/or Class 4***

Application for deferment of Class 2 and/or Class 4 liabilities should be made on *Form CF379*. The applicant must be prepared to supply any information or evidence required in support of the claim. Any deferred contributions which are ultimately found to be due must be paid within twenty eight days.

## **CONTRIBUTION LIABILITY IN RESPECT OF RELIEF FOR SUB-POSTMASTERS**

Relief Sub-Postmasters are now treated as from 6 April 1987 as being self-employed and, therefore, liable to National Insurance Contributions or deferment or exemption thereof under Classes 2 and/or Class 4.

If Class 1 Primary contributions have been paid by relief Sub-Postmasters since 6 April 1987, then any excess paid after taking into account any Class 2 and/or Class 4 liabilities will be refunded upon written application to the Contributions Agency in Newcastle-upon-Tyne.

Sub-Postmasters who have employed relief Sub-Postmasters may also apply in writing to the Contributions Agency in Newcastle-upon-Tyne to obtain a Class 1 Secondary contribution refund.

It should be borne in mind that Sub-Postmasters will have received Income Tax relief through their accounts for any Secondary Class 1 contributions paid on behalf of relief Sub-Postmasters and if these are refunded it may result in an adjustment to taxable income for the appropriate year of assessment.



## **VAT**

Since 1 April 1976 the services provided to the Post Office by Sub-Postmasters have generally ceased to come within the scope of VAT.

The requirement to register for VAT, therefore, depends on the level of turnover of any associated business activities. It is possible to voluntarily register for VAT, regardless of the level of turnover, but it is a statutory requirement to register once there is reason to believe that annual turnover will exceed £46,000 per annum. This threshold is revised, usually annually, and the threshold given has applied since 30 November 1994.

There are penalties and interest charges if persons required to register for VAT, either fail to do so or do not do so within specified time limits.

Contravening VAT rules can result in onerous penalties and charges and Sub-Postmasters, if in any doubt whatsoever in connection with their responsibility to register for VAT, should seek guidance from their Tax Advisor.

Sub-Postmasters who are VAT registered cannot claim input VAT paid in connection with goods or services used solely in connection with the Post Office part of their business. Where the goods or services are used both in connection with the private side and the Post Office, the VAT incurred can be reclaimed in respect of the proportion of the part which applies to the vatable business element.

It should be noted that if goods are taken for own consumption by Sub-Postmasters, then if input of VAT has been claimed on acquiring these goods, a supply at cost is deemed to take place when the goods are taken out for private use. This differs from the treatment for Income Tax purposes which deems that goods taken for own use are included in the turnover of the business at the retail price.

Where companies appoint nominee Sub-Postmasters, there is a liability for output VAT to be charged in respect of the costs of the staff supplied to the Post Office in the conduct of its business.

**Income Tax and National Insurance Contributions are extremely complex areas which are constantly changing and each member's circumstances are different. The purpose of this section is to make members aware of the need to consider their Income Tax, National Insurance and VAT positions, but is not intended to directly advise any single member in connection with any of these areas. Members should always consult their own personal Tax Advisors in order to ensure that they are complying with tax legislation and are conducting and arranging their affairs in the most tax effective manner. No responsibility for loss occasioned to any person acting or refraining from action as a result of any information in this section can be accepted by the National Federation of Sub-Postmasters.**



# **SECTION 7 - SECURITY**

## **SECURITY**

Post Office Counters' policy is that Sub-Postmasters are responsible for the safe custody of Post Office cash and stock. On appointment, a Sub-Postmaster is required to satisfy the Regional General Manager that the arrangements for safeguarding cash and stock are adequate. Once these requirements have been met, any additional security measures required by Post Office Counters at a later date are paid for by Post Office Counters Ltd.

Post Office Counters Ltd provides certain security devices for Sub-Postmasters, and information on some of these is given in the following pages. In view of the sensitive nature of the subject, it is not possible to print full details and, where appropriate, further clarification should be sought from your local Federation Branch officials.

Any Sub-Postmaster who has a problem or query concerning their security provision should always contact their Retail Network Manager.

## **SAFES**

All Sub-Postmasters are eligible for the supply of an official safe. Any Sub-Postmaster who feels that one is required should contact their Retail Network Manager. There is an ongoing programme for anchoring of safes.

## **ANTI INTRUDER ALARMS**

Anti intruder alarms are designed to protect the Sub-Postmaster from attack when he is off duty in his private residence, by giving an audible warning of any intruder.

The Post Office will make a grant towards the cost of anti intruder alarms in respect of installation, together with a contribution towards the cost of maintenance.

## **ELIGIBILITY**

### ***Residential Sub-Postmasters***

All residential Sub-Postmasters are eligible. The contribution may also be made in respect of any Sub Post Office which although the Sub-Postmaster does not himself reside on the premises they are occupied by a keyholder who is a registered Sub Office assistant. Only one grant can be made per office.

### ***Non-Residential Sub-Postmasters***

With some exceptions all non-residential Sub-Postmasters are eligible. Only one grant can be made per Sub-Postmaster. Non-residential Sub-Postmasters are excluded from the scheme if:

- a) they have previously taken advantage of the offer for protection of a residential Sub Post Office either by themselves or an assistant. In these circumstances Post Office Counters

will not only pay for a second system or for transfer of an existing system but an existing maintenance grant may be transferred.

- b) they do not personally perform Post Office work.

## **TERMS OF POST OFFICE CONTRIBUTION**

### ***Installation***

Sub-Postmasters are responsible for arranging purchase and installation direct with contractors. When installed the equipment remains the property of the Sub-Postmaster and he is responsible for arranging subsequent maintenance testing and for dealing with false alarms.

### ***Selection of system***

Post Office Counters Ltd has provided technical and crime prevention consultative services to the Federation but not on an individual office basis. All-in rental systems are not eligible for a grant.

### ***Post Office Contributions***

The Post Office will reimburse the Sub-Postmaster for the initial cost of equipment and installation of anti intruder alarms up to a maximum of £350 + VAT from 1 April 1995 in respect of any one premises.

Currently, the financial assistance for the initial installation is a once and for all payment in respect of any one premises. There is no contribution to new or extended alarm systems when residential Sub Post Offices change ownership, or where a Sub-Postmaster moves his office to another site, unless the move is in the interests of the Post Office.

Some Sub-Postmasters may experience difficulty in meeting the initial outlay of up to £350 (+ VAT) for the installation. Regional General Managers may, at their discretion, advance the money to the Sub-Postmaster on receipt of the invoice and the Sub-Postmaster's assurance that the work has been satisfactorily carried out. He should also ask to see the receipted account in due course.

### ***Maintenance Costs***

For installations which require regular maintenance, on production of documentary evidence that the maintenance charge has been paid, Post Office Counters will make an annual contribution of half the basic cost of maintenance up to a maximum of £100 plus 50% of the VAT. Any additional payments for emergency repairs carried out during the preceding twelve months may be included in the normal annual maintenance claim provided that the total claim does not exceed £100.

### ***Second Installation Grants***

Post Office Counters Ltd has agreed in principle to second grants becoming available to Sub-Postmasters whose alarm systems have become obsolete since the initial grant was given. These will become available from 1 April 1996.

Payment of a second grant would be at the discretion of the appropriate Regional General Manager and subject to the following considerations:

- A second grant would normally only be considered after a minimum of ten years from the payment of the first grant. (This is in line with the widely accepted commercial standard that an alarm system will have a minimum ten year life expectancy).
- Priority will be given to those Sub-Postmasters with the oldest systems and those who live in high risk areas.
- A second grant would not be payable to any residential Sub-Postmaster where the office has been, or is scheduled to have a Europlex or equivalent type of alarm fitted.

### **EUROPLEX SYSTEM ENHANCEMENT**

In April 1994, the Federation agreed with Post Office Counters an enhancement package for Sub-Postmasters who have a Europlex Alarm. This agreement will allow Sub-Postmasters to extend the use of the Europlex Alarm throughout the premises (not just the Post Office) as a whole, including any residential accommodation. This deal will be offered to Sub-Postmasters who already have a Europlex Alarm fitted and also to Sub-Postmaster who are having this newly installed.

Further details of the package may be obtained from a local Federation Branch official.

### **RoMEC DEAL**

In April 1994, the Federation agreed an exclusive new deal with RoMEC Security for the installation and maintenance of intruder alarm systems. The deal, to be offered to members of the Federation, covers services to improve security on both the commercial and domestic premises.

The first opportunity will be where a new "Europlex" counter alarm has been fitted, this can be extended to cover the whole of the shop and living accommodation within the same building. Obviously, it is easier to have just one system rather than several, but it is also cheaper to maintain, and a special deal has been agreed for Sub-Postmasters.

The second opportunity is to cope with problems expressed by many National Federation of Sub-Postmasters members about the maintenance of alarm systems in their homes or shops. Many are seeing costs escalate as systems get older and sometimes the alarm company has disappeared. RoMEC Security, as part of Royal Mail, expects to be around for a long time and wants to give good service at a fair price. It will survey any existing systems for free, giving an honest opinion. If it agreed that RoMEC Security will take the alarm system maintenance over, it will be on a full warranty basis.

Further details of this package may be obtained from your local Federation Branch official.



## **STOCK PROTECTION**

Where stock held is considered to be extensive, Post Office Counters Ltd will install a Time Controlled Alarm.

## **TELEPHONES**

Post Office Counters Ltd will pay for the installation of a portable telephone with two sockets, one in the office and one in the Sub-Postmaster's bedroom. Rental charges and emergency repairs may also be paid for by Post Office Counters Ltd if this is appropriate.

## **BURGLAR ALARMS**

Post Office Counters Ltd will fit time controlled burglar alarms to all Post Office safes and suitable private safes. The alarm remains the property of the Post Office and is fitted free of charge.

## **ANTI-BANDIT SCREENS**

Anti-Bandit screens are available to all Sub-Postmasters. Post Office Counters Ltd pays for survey work and the supply of parts and glass. The Sub-Postmaster is responsible for the installation and maintenance of the screen which becomes his own property.

All Sub-Postmasters have the opportunity of obtaining free issue anti-bandit screen components. All offices which have screens are entitled to an anti-bandit alarm.

## **OTHER EQUIPMENT**

Other items of equipment may also be supplied, including:-

- screen strengthening
- time delay devices
- time controlled alarms

## **SECTION 8 - STAFF AND PREMISES**

## **PREMISES**

A Sub-Postmaster must provide, at his own expense, the premises for carrying on Post Office Counters business. The premises must contain such reasonable accommodation and fittings as required by Post Office Counters Ltd.

In general, the Sub-Postmaster must hold the premises as owner or on a tenancy subject to at least 3 months' notice.

The Sub-Postmaster must also at his own expense:-

- clean, decorate and maintain the Sub Post Office premises inside and out to a good standard;
- light and heat the Sub Post Office premises;
- exhibit the Sub Post Office title (ie "...POST OFFICE") in large painted letters in a prominent position outside the building.
- in Wales exhibit an external bi-lingual sign "*Swyddfa'r Post/Post Office*";
- if required, provide convenient space for a letter box;
- if required, provide for the installation of a security screen if one is not already in existence. The screen should be of a type approved by Post Office Counters Ltd. Post Office Counters Ltd will provide and pay for the components of the screen and the Sub-Postmaster will be responsible for its erection to the satisfaction of the Regional General Manager and for its maintenance. On installation, the screen becomes the property of the Sub-Postmaster.

## **ALTERATIONS**

A Sub-Postmaster must not alter the Sub Post Office accommodation nor move its position within the premises without obtaining prior agreement from the Regional General Manager. Where an agreed re-arrangement of Sub Post Office accommodation and/or fittings involves the moving of Post Office security equipment, the Post Office shares the cost of the re-arrangement. The contribution required from the Sub-Postmaster depends upon the nature of the alteration.

Regional General Managers have the discretion to fix the level of contribution according to the circumstances of each particular case. For full details on the amount of contribution required from the Sub-Postmaster, please refer to Section 13 of the Sub- Postmaster's Contract entitled "*Premises*".

## **RESIDENCE**

A Sub-Postmaster who does not reside on the premises must make proper provision for the safety of stock and cash entrusted to his care. The Sub-Postmaster must inform the Regional General Manager if he does not occupy, or if he ceases to occupy, any residence which is associated with the Sub Post Office. The Regional General Manager must also be informed if the residence becomes vacant.

## **MAILWORK OFFICES**

Sub-Postmasters enter into a separate contractual arrangement with Post Office Counters for their mailwork duties. This contract is signed in addition to the normal contract of appointment as Sub-Postmaster. At Mailwork Sub Offices where Post Office employees work on the premises, the Sub-Postmaster is required to provide certain additional facilities at his own expense.

Full details of the contract are contained at Section 24 of the Sub-Postmaster's Contract.

## **STAFF**

### **SUB POST OFFICE ASSISTANTS**

A Sub-Postmaster must provide, at his own expense, any assistance which is needed to carry out the work in the Sub Post Office.

A Sub-Postmaster is required to report to the Regional General Manager particulars of all persons whom he employs as assistants (including temporary assistants) and to satisfy him that proper care has been taken in their selection. All assistants who are engaged on Post Office work must sign the Personal Declaration Form (Form P13).

The assistants employed are regarded as employees not of the Post Office but of the Sub-Postmaster and are responsible to him; but the Sub-Postmaster is required to see that, in all matters of conduct and performance of official duties, they conform to the rules of the Post Office.

A Sub-Postmaster is held responsible for any failure on the part of assistants to apply Post Office rules or to provide a proper standard of service to the public. A Sub-Postmaster is also required to make good any losses which arise from his assistants' actions. For more information on what to do in the event of such losses, please refer to Section 4 of this handbook.

#### ***Conditions of Service***

The conditions of service (wages, hours of duty, leave, etc) of assistants employed on Post Office work are a matter of arrangement between a Sub-Postmaster and his employees. The Sub-Postmasters' contract states that these should be not less favourable than those of shop assistants of about the same standing in the service of good employers in the same district, and Post Office Counters reserves to itself the right of intervention if the conditions are considered to be inequitable.

#### ***Assistants' Holidays***

The Sub-Postmasters' contract states that the annual leave of assistants and other conditions of service are a matter of arrangement between a Sub-Postmaster and his employees but that they should be not less favourable than those which apply to local shop assistants.

There is currently no statutory right for an employee to have holidays, even the eight statutory bank holidays. Entitlement to annual leave will depend on the terms of the contract of employment. However, because employees are unlikely to work for employers without having



the benefit of annual holidays, holidays are accepted practice within the United Kingdom. Similarly, there is no statutory defined minimum as to the amount of holiday pay. This is a matter for agreement between employer and employee.

## **EMPLOYMENT LEGISLATION**

Sub-Postmasters are employed on a contract for services by Post Office Counters Ltd. Under the terms of this contract, Sub-Postmasters are not employees of Post Office Counters and therefore do not come within the scope of employment law.

Sub-Postmasters who employ staff in running the Post Office will in their capacity as an employer, need to be aware of the rights of employees which are protected by employment legislation.

All employees have a contract of employment which forms the basis of the employment relationship.

The contract of employment includes the offer of employment letter and should include all the information that is necessary as part of that contract. Variations to any part of the contract cannot be made unilaterally by either party.

## **WRITTEN STATEMENT OF EMPLOYMENT PARTICULARS**

All employees are entitled to receive a written statement of employment particulars provided that they are employed to work eight hours a week or more and that their employment lasts for one month or more. It should be noted that those whose employment began before 30 November 1993 must request that statement before becoming entitled to it.

The particulars which must be included in the statement should cover:-

- names of employer and employee,
- date when employment began,
- date when continuous employment began,
- job title or brief job description,
- place of work,
- the amount of remuneration,
- the pay intervals,
- normal working hours,
- holiday entitlement.
- the date of termination or expected duration of contract, if the employment is fixed term or temporary,
- how much notice of termination should be given by each party,
- sick leave and entitlement to sick pay,
- details of any pension scheme,
- disciplinary procedure,
- grievance procedure,
- details of any collective agreements which affect the contract of employment.

Where there are no particulars to be given for one of the items required to be covered in the statement (for example, where there is no pension entitlement), this must be indicated.

## **DISMISSAL**

The law on unfair dismissal gives employees a legal right to be treated in the way in which a fair and reasonable employer would treat them. For an employer to dismiss an employee fairly, the employer must both have a valid reason for dismissing the employee and act reasonably in treating that reason as a sufficient reason for dismissing the employee.

ACAS has produced a code of practice on disciplinary practice and procedures in employment. This aims to help employers to set up fair procedures for dealing with the type of problem which may lead to dismissal. It is intended to help both employee and employer and is based on good management practice. Industrial Tribunals take into account any provision of the code which is relevant to a case before them. It should be borne in mind that whilst all employers are not expected to follow the code to the letter regardless of their particular circumstances, they are expected to decide to what extent it is practicable and necessary to do so given the size of the firm. In relation to small firms, the code states *"...it may not be practicable to adopt all the detailed provisions but most of the features listed could be adapted and incorporated into a simple procedure"*

### **Sub-Postmasters who employ staff are advised to obtain a copy of the Code of Practice which is available from ACAS.**

An employee who has been dismissed may request from the employer a written statement of the reasons for the dismissal, provided they have at least two years' service. The employer must provide such a statement within fourteen days' of receipt of the request.

Any employee has the right to make a complaint of unfair dismissal to an industrial tribunal provided they do so within three months of the effective date of termination and have completed at least two years' continuous service. Certain complaints may be made regardless of length of service, hours of work or age.

## **STATUTORY NOTICE PERIODS**

An employee's Statutory notice entitlement is one week for every year of service completed up to a maximum of twelve weeks. If service is between four weeks and one year, the notice period is one week. An employee with less than four weeks service has no statutory notice entitlement.

## **DEDUCTIONS FROM PAY**

The Wages Act sets down the rules governing deductions by employers from the wages of employees. An employee who works over eight hours a week has the right to an itemised pay slip. An employer cannot make an authorised deduction from any employee's wages except where the deduction is:-

1. required or authorised by statute (eg, tax and National Insurance),
2. required or authorised by a provision contained within the employee's contract,

3. made with the employee's advance written consent.

### **STATUTORY TIME OFF**

An employer must allow an employee time off, but not always with pay, in several situations. Employees have the right to time off for:-

- public duties,
- Trade Union duties and activities where a Trade Union is recognised for collective bargaining,
- Health and Safety duties,
- court attendance,
- to look for work or to make arrangements for retraining if declared redundant after two years' service

### **MATERNITY**

*See Section 5 on sickness*

### **SICKNESS ABSENCE**

*See Section 5 on sickness.*

### **REDUNDANCY**

An employee is only dismissed for redundancy if the employer ceases or intends to cease carrying on a business in the place where the employee was employed or if there is a diminished requirement for employees to carry out work of a particular kind.

An employee who is dismissed by reason of redundancy is entitled to a statutory redundancy payment if at least two years' service have been completed. Employees are entitled to statutory notice or contractual notice whichever is the higher.

The maximum number of years to be taken into account in calculating a statutory redundancy payment is twenty. The ceiling for a week's pay is set by the Department of Employment

The number of weeks' pay is as follows:-

1. One and a half week's pay for each year of employment during which the employee was age forty one or over.

Plus

2. One week's pay for each year of employment during which the employee was aged twenty two to forty.

Plus



3. Half a week's pay for each year of employment during which the employee was aged eighteen to twenty one.

If the employee is aged sixty four or over, the amount payable is reduced by one twelfth for each month by which his age exceeds his sixty fourth birthday.

Employment prior to the employee's eighteenth birthday does not count.

## **TRANSFER OF UNDERTAKINGS**

The Transfer of Undertakings (Protection of Employment) Regulations 1981, known as TUPE, are based on the European Acquired Rights Directive of 1977.

The effect of these regulations is to ensure employees retain their terms and conditions of employment in the event of a transfer of the business to another party. The transferee inherits all accrued rights and liabilities connected with a transferred employee's employment contract, together with all the statutory rights and liabilities.

The regulations mean that if either before or after a transfer, an employee is dismissed because of the transfer it will be automatically unfair dismissal unless it can be justified on the grounds of business need.

**It is essential that Sub-Postmasters involved in acquisition or sale of their business take proper advice on the arrangements regarding the employment of existing staff.**

## **HEALTH AND SAFETY AT WORK**

Employers in the United Kingdom have a duty to have regard for the safety of their employees. Guidance on the employers' duties is provided by various publications available from the Health & Safety Executive (HSE).

*The Health & Safety at Work Act 1974* is the principal Act governing the health and safety of employees. The Act established the Health & Safety Commission and the HSE which employs inspectors who have powers to visit premises.

Six new sets of Health & Safety at Work regulations came into force at the beginning of 1993. The regulations were required in order to implement six European Community Directives on health and safety. Many of the duties in the new regulations are not completely new, but where appropriate they update pre-1974 legislation. The regulations cover:-

- Health & Safety management,
- Work equipment safety,
- Manual handling of loads,



- Work place conditions,
- Personal protective equipment,
- Display screen equipment.

An employer must, as far as is reasonably practicable ensure that:-

- the workplace is safe and to protect employees from unnecessary risk,
- there is a safe system of work and that employees comply with safety arrangements,
- employees have healthy working conditions including adequate lighting, heating, ventilation and access to toilet facilities etc,
- provide adequate equipment and materials to perform the work,
- provide necessary training, information and supervision to ensure safety.

Employees are also required to co-operate with the employer in health, safety and welfare matters and not to put at risk other employees by their acts or omissions.

All employers with five or more employees must draw up a Health & Safety Policy and this must be up to date and drawn to the attention of the employees. In addition, the employer must consult with the safety representatives if one is appointed by the recognised Trade Union.

Other regulations lay down specific requirements which apply to employers, including first aid and the reporting of injuries. Codes of Practice provide guidance on meeting these legal requirements.

It has been agreed with Post Office Counters that it will make a 100% grant (subject to certain conditions) to Sub-Postmasters who carry out structural alterations to enable them to comply with the terms of the *Health & Safety at Work Act* in respect of the mailwork duties they undertake for Post Office Counters. Members affected by the Act are advised to contact Federation Headquarters for advice before they commit themselves to such alternations.

**Members are advised to obtain further information and guidance regarding their duties as employers from the local HSE office. Health & Safety inspectors will give advice on improvements to comply with the law. Refusal to comply with the law may result in prosecution.**

## **EMPLOYERS' LIABILITY**

It is essential that employers hold employer's liability insurance against injury or illness sustained by an employee caused in the course of their work as a result of their employer's negligence. An up to date Certificate of Insurance must be displayed by the employer.

## **DISCLOSURE OF BUSINESS OWNERSHIP**

All businesses (whether owned by individuals, partnerships or registered companies) which trade under a name other than that of their owners have to display the names and addresses of the

owners at their business premises and on their business stationery. This information must also be given on request to any customers and suppliers.

Concern has been expressed by members that in the case of a Sub Post Office where the associated business was trading under a name other than that of the Sub-Postmaster, the requirement to disclose the name and address of the owner could lead to a security risk. We raised this aspect with the Companies Registration Office and they confirmed that the “Address for Service” does not intend to imply a private address but rather an address at which documents can be served for the business, ie, “business address”.

**The legislation governing the issues referred to in this section is complex and is constantly changing. The purpose of this section is to make members aware of their responsibility as employers, but is not intended to provide advice for any individual member. No responsibility for any member’s action or their refraining from action, as a result of information contained in this section, can be accepted by the National Federation of Sub-Postmasters.**

# **SECTION 9 - NON-POST OFFICE BUSINESS**

## **RESTRICTIONS**

The Sub-Postmaster's Contract includes certain restrictions on the kind of private business which a Sub-Postmaster can undertake on the premises in which the Sub Post Office is situated. This is necessary to ensure the continued viability of Post Office Counters' nationwide network.

The current restrictions on private business activities on the premises in which the Sub Post Office is situated are as follows:

1. collection of payments, or sale of prepayment meter tokens on behalf of any public utility - water, gas, telephone or electricity company;
2. collection of payment, on behalf of cable or satellite television companies, collection of revenue whether by sale of stamps or other means on behalf of local authorities;
3. sale of "unbooked" travel tickets or passes on behalf of any transport company or local authority;
4. sale of National Lottery tickets, or similar nationally available lottery products, unless Post Office Counters Ltd is unable to secure this business because of legal restraints;
5. commercial change giving service;
6. phone card sales on behalf of BT, Mercury or any future phone card operator with whom Post Office Counters Ltd obtains or seeks a contract for the sale of such cards;
7. business concerned with the provision of services relating to the conveyance of letters, parcels and other postal packets;
8. provisions of private box and poste restante facilities;
9. business which is connected with the acceptance or delivery of parcels;
10. collection/delivery or return of undeliverable packets and parcels;
11. Banking, Building, Provident or Friendly Society business.

Post Office Counters reserves the right to reviews these restrictions in the light of changing Business requirements, varying them if necessary. All Sub-Postmasters will be informed of any such changes.

If an opportunity for new business occurs to a Sub-Postmaster, or if a Sub-Postmaster receives any communication from a third party which amounts, or may amount, to an offer to the Sub-Postmaster to undertake the work, which come within the current restrictions, the Sub-Postmaster should inform Post Office Counters Ltd of the circumstances and seek advice as to whether the work concerned falls within those restrictions.

## **BETTING AND GAMBLING**



In general, a Sub-Postmaster should not become involved in betting and gambling. However, in his private capacity he may take part in or act as a promoter or as an agent for promoters for lotteries which are permitted under the *Lotteries & Amusements Act 1976*. (Northern Ireland - *Betting & Lotteries Act (Northern Ireland) 1957*).

The sale of alcoholic drinks on the premises is restricted to sale on an “off” licence basis, except where a restaurant is attached to the premises. In these circumstances, the premises must be clearly divided, and Post Office customers should not have to go through the licensed premises in order to reach the Post Office portion of the premises.

### **USE OF THE NAME “POST OFFICE”**

The Sub-Postmaster’s Contract precludes use of the name “Post Office” in connection with the Sub-Postmaster’s private business activities or in such a way as to imply that the Post Office is connected in any way with this business.

### **CANVASSING**

The Sub-Postmaster’s Contract debar the Sub-Postmaster from canvassing any person, firm or company which resides or carries on business at a place nearer to another Post Office, to transact business at his Sub Post Office.

In addition, a Sub-Postmaster should not deliver items of Post Office business to a customers’ premises.

### **COMMERCIAL ADVERTISEMENTS IN SUB POST OFFICES**

Some Sub-Postmasters earn additional income by renting out advertising space in their office, either to individual businesses or to agents who sell the advertising space and are responsible for installing and changing the displays. From time to time, cases have arisen where Post Office staff have queried the right of Sub-Postmasters to display commercial advertising in their offices. In fact, the Post Office should not be concerned with advertising in Sub Post Offices apart from a few limited cases.

The whole question of commercial advertisements was reviewed jointly with the Post Office in 1983 and confirmed in 1984. The Sub-Postmaster’s Contract was amended to allow the display of commercial advertisements in the Sub Post Office section of the premises. The relevant text of the Contract is contained within Section 13, entitled *Premises*, and is reprinted herewith:-

*“No advertisement may be exhibited in the part of the premises used for Post Office business where the advertisement relates to:*

- a) Alcoholic liquors (for or against)*
- b) Betting, gambling and football pools*
- c) Any illegal business or matter*

- d) *Any controversial matter, an advertisement for which might suggest the Post Office supported one side or the other*
- e) *Any commercial business which operates services of a kind conducted by the Post Office.*

*Otherwise Post Office Counters Ltd is not concerned with the display of commercial advertisements in the Sub Office provided that they are not placed in such a position as to impair the security or the facilities for transacting Post Office Counters business.*

*In cases of doubt the matter should be referred to the Regional General Manager.”*

Any Post Office Counters personnel, who may question a Sub-Postmaster’s/Sub-Postmistress’s private advertising should be referred to this section of the contract. If they persist with the demand that the advertising should be removed, they should be asked to put the matter in writing so that the case can be taken up by the Federation.

## **THE ROLE OF THE FEDERATION**

For the majority of its existence, the Federation’s role has been clearly defined as dealing with the professional relationship that Sub-Postmasters have with the Post Office. However, in recent years, members of the Federation have requested that a wider role is developed, so if a member requests help, it may be available in their private business as well as their Sub-Post Office. Any development in addition to traditional areas of activity is approached cautiously. However, the lengthening list of services and facilities available to members can be found in Section 2 of this Handbook.

## **ELECTORS’ LISTS**

The steps taken by Electoral Registration Officers to secure the display of Electors Lists and Register are entirely at their own discretion, as are the arrangements they may make locally to pay fees to Sub-Postmasters, who keep the Lists and Register available for public inspection. There is no specific provision under the *Representation of the People Act 1949* for payment to be made to Sub-Postmasters, and consequently Electoral Registration Officers are not required by law either to arrange for display in Sub Post Offices or to pay fees where this is done. If they do pay fees, however, the Treasury will allow a sum up to an agreed level as a proper Registration expense. Sub-Postmasters who wish to do so are therefore recommended to make application to their local Electoral Registration Officer for the maximum amount allowed by the Treasury. The decision of the Electoral Registration Officer is final. However, in the event of a payment being refused, the Sub-Postmaster can decline to exhibit the List.

# **SECTION 10 - IN CASE OF EMERGENCY**

## **IN CASE OF EMERGENCY**

When disaster strikes, it is often difficult to remain calm and to take the correct actions which, at other times, you would consider to be only common sense but which you might forget in the heat of the moment. This Section attempts to summarise briefly the sources of advice and assistance and/or the correct action to take.

In most cases, it is important to seek advice at the earliest possible stage. If you take precipitate action under pressure, you may create situations which are difficult, or even impossible, to retrieve. Advice from a third party who is not under the same stress as yourself will be more balanced and objective and could, therefore, avoid compounding your problems. Whenever possible, confirm communications in writing, and keep a copy of your letter. This can often be invaluable in establishing your true position if doubts are raised at a later date.

## **POST OFFICE PROBLEMS**

If disciplinary problems, operational difficulties, shortages, etc arise, discuss the matter with your Branch Secretary or designated Committee member at the earliest possible opportunity. He or she will be able to give advice or, alternatively, refer you to some other person or organisation who will be able to help.

## **FINANCIAL PROBLEMS**

Difficulties in meeting commitments should be discussed with your Accountant and Bank Manager at the earliest stage as they may well be able to advise a way of spreading the burden. Where some sudden calamity strikes, the Federation's Benevolent Fund may be able to assist and can be contacted via your local Branch. Matters relating to Tax and VAT should be referred to your accountant, but it may also be worth remembering that many Banks have an advisory service these days.

## **STAFF PROBLEMS**

Employment legislation can be a minefield for the unwary and it is particularly important that you do not take any hasty steps. Advice and guidance on aspects covered by Employment Law can be obtained from your solicitor, from the Department of Employment, from ACAS or from your local Citizens Advice Bureau.

If security is involved, for example, if you suspect that shortages in the Post Office accounts are being caused by theft, you should advise the Regional General Manager immediately and confirm it in writing. The Regional General Manager may be able to obtain assistance from the Post Office Investigation Division in detecting the source of the losses but having reported your suspicions, the responsibility passes to the Regional General Manager and you should not be held responsible for subsequent losses. In cases where a Sub Post Office Assistant is suspected of having carried out or taken part in an act of dishonesty, Post Office Counters Ltd may recommend to the Sub-Postmaster that the Assistant should no longer remain in his employ on Post Office Counters Ltd business.

## **SECURITY MATTERS**



If you have difficulty with the supply or maintenance of any item of security equipment contact your Branch Secretary or designated Committee member. In the case of a serious incident such as a raid, or a burglary, the first requirement will of course be to contact the Police (and other emergency services in case of injury to persons, damage to premises, etc). The Regional General Manager and Federation Branch Secretary should be advised at the earliest possible opportunity. If contacted by the press, you should say as little as possible, referring them to the Regional General Manager instead. Under no circumstances should the amount stolen be disclosed to the press or persons outside the Post Office. Similarly, no details should be given out on security systems or procedures. When reporting the incident to the Regional General Manager, you should give the facts as fully as possible, but bear in mind that the Post Office may subsequently carry out an internal investigation to allocate blame for the incident. You should not make any statement which admits negligence or other liability.

### **MATTERS AFFECTING PREMISES**

Any legal matters, disputes or difficulties relating to renting or rating of premises, etc, should be discussed with your solicitor. Information can also be obtained from the Citizens Advice Bureau.

### **PRIVATE BUSINESS PROBLEMS**

Apart from certain schemes involving the Federation, the Federation is unable to assist with problems specific to the private business. However, the Federation can help to direct a member to the most appropriate source of assistance or professional guidance. In matters of principle affecting your private business, ie where a Retail Network Manager suggests that there is a conflict with Post Office Rules, your first point of contact should be your Branch Secretary for advice.

### **ERROR NOTICES**

As a result of Financial Accounts Division's computerised checking process error notices are produced every week. These are then subjected to clerical verification, in some cases necessitating an approach to the appropriate Agency Customer Department. This frequently produces evidence (a common example being that entries have been made on the wrong transaction line) which enables PFD to cancel the error notices rather than issue them. Some inevitably "slip through the net" from time to time, and these generally are rectified by a subsequent "contra" error notice.

Financial Accounts Division's checking team are under instruction when issuing error notices to ensure that they are accompanied by documentary evidence or, where that is impracticable, to give as full a written explanation as possible on the reverse of the error notice. Members are advised to insist on being supplied with a copy of the evidence before agreeing to make good any error notice.

### **COUNTER LOSSES - TAX POSITION**

The Inland Revenue Authorities have agreed that losses which are made good are deductible from income as a justifiable expense. All such losses should be claimed when completing the Income Tax Return. It is necessary to keep records of losses in the Cash Book so as to afford confirming evidence if required.

## **RELIEF OF COUNTER LOSSES AT SUB POST OFFICES**

The Sub-Postmaster is responsible for all losses caused through his own negligence, carelessness or error and also for losses of all kinds caused by his Assistants.

A Sub-Postmaster's financial responsibility does not cease when his appointment is relinquished. Any losses which subsequently come to light and which were incurred during his term of office must be met by the Sub-Postmaster.

In practice, where losses occur, Post Office Counters Ltd does not always exercise the full contractual right to recover the total loss. Relief may be given, in full or in part, depending upon the specific circumstances surrounding the loss. Each individual case will be judged upon its merits. Full relief is normally given for losses incurred in the first six weeks of the appointment.

In the case of theft or burglary, the question of granting relief will depend upon whether the Sub-Postmaster has taken reasonable precautions to safeguard the official cash and property.

In the case of losses caused by fraud, the question of granting relief will depend upon the specific circumstances of the case. Relief will be given where the Sub-Postmaster is in effective control of the Sub Post Office and where the circumstances of the case indicate that the loss did not arise from negligence.

**It is imperative that in any case where a Sub-Postmaster suspects fraud, this be immediately reported to the Regional General Manager.**

## **INVESTIGATION BRANCH OFFICERS' INQUIRIES**

The Post Office Investigation Division is a civilian detective force and is recruited from serving staff who are specially trained. Its job is to investigate, or to help the Police to investigate criminal offences against British Telecom, the Department for National Savings and the Post Office, committed by people outside or inside the Business. The Investigation Division does not enquire into matters where crime is not suspected.

Most of the crimes dealt with by the Investigation Division are committed by outsiders. The most common reason for Post Office Investigation Division officers to seek an interview with the Sub-Postmaster or Sub Post Office Assistant is to gather evidence about any acts which have taken place and which may help in clearing up an offence. This normally takes the form of a Witness Statement.

It is important that you should know your rights should you come into contact with Investigation Division. This Section attempts to set out those rights and how the Federation may assist you. All members are urged to familiarise themselves with its contents.

## **KNOW YOUR RIGHTS**

There are two kinds of interview that could take place with an Officer of the Investigation Division.

- a. a non-suspect interview where the Investigation Division Officer is seeking information.
- b. a suspect interview where the Investigation Division Officer has reasonable grounds for believing that the person being interviewed has committed an offence against the Department for National Savings, British Telecom or the Post Office.

### **Have a “friend” present**

#### ***“Non-Suspect” Interviews***

Before the interview commences, the Investigation Division Officer must introduce himself and inform the person to be interviewed what his purpose is. He is also required to inform the person being interviewed, in writing, that he is entitled to have a “friend” present.

### **You are entitled to have a “friend” present at such interviews who may be a local or national union official**

The Federation’s advice is that members should insist on their right to have a “friend” present during such interviews, preferably the Branch Secretary or other Federation representative. Reasonable time will be allowed for that person to arrive before the interview commences. Only if the Investigation Division Officer considers any delay to be excessive will the need arise for an alternative “friend” to be nominated. The interview should not proceed until the “friend” is present. The “friend” will not be allowed to interrupt or advise during the interview.

The “friend” is present to ensure that the interview is carried out fairly and in accordance with the agreed procedures. The value of a Federation official as the “friend” lies in his general understanding of regulations and work practices and his ability to record, and use an objective account of the proceedings if this becomes necessary.

### **Right to stay silent**

#### ***“Suspect” Interviews***

If an Investigation Division Officer has evidence which affords reasonable grounds for suspecting a Sub-Postmaster’s involvement in an offence, or a “non-suspect” interview develops to the stage where such grounds become evident, the Investigation Division Officer must administer a caution. It should be noted that from April 1995, the wording of the caution modifies the right to silence.

No person can be required, against his will, to give evidence which may incriminate him. The entitlement to have a “friend” present must again be offered or re-offered.



The Federation's advice in these circumstances is that members so cautioned should request the presence of a "friend" and remain silent **until** the arrival of that "friend".

Reasonable time will be allowed for that person to arrive. Again, the Federation's advice is that the "friend" should be a Branch Official (normally the Branch Secretary).

The Branch Official will not be able to intervene or advise during the interview, but he will be able to see that the interview is conducted fairly, and that the correct procedures are followed. He will be allowed to take notes of the proceedings which subsequently could be used in defence of the individual.

### **Ask at any stage**

It must be emphasised that, in both sets of circumstances, the person who is being interviewed may request the presence of a "friend" at any stage of the interview.

During the course of an interview an Investigation Division Officer will record in written form what is said. Interviewees will be asked to sign this written record at the conclusion of the interview to indicate that it represents an accurate statement.

### **Be careful what you say**

It is important that the statement should be read carefully and not signed until the individual is fully satisfied that it correctly records what was said. The individual is entitled to a copy of the notes which should be requested from the local manager.

### **You may consult a solicitor**

Investigation Division Officers are required to work within the same guidelines as are set for the Civil Police. This provides for an officer investigating a criminal offence to question any person, whether suspected or not, from whom he thinks that useful information may be obtained. The guidelines make clear that an individual has a responsibility to assist in the discovery and apprehension of offenders. They also state that every person at any stage of the interview should be able to communicate and consult privately with a solicitor.

### **Beware of incriminating yourself**

Recognising that an interrogator's aim is to establish the facts and identify the wrongdoer, remember that under law no one is obliged to say anything which may incriminate him. It must be remembered that at any stage of a "suspect" interview, the suspect has the right to contact and consult privately with a solicitor.

The atmosphere in which you may need to exercise these rights will be difficult, and there may be attempts to deprive you of them. However, they should be remembered and insisted on if circumstances demand.

### **Search and detention**



Investigation Division Officers may request permission to search you, your locker, your car, or your home. They may also request that you stay at work beyond your normal finishing time in order to assist in an enquiry.

The Federation's advice is that individuals do have a responsibility to assist the Investigation Division. Nonetheless, you are entitled as a matter of right to refuse permission for a search to take place or to decline to stay at work after your normal finishing time.

Investigation Division Officers have to apply for search warrants in the same way as the Civil Police and, when granted, they must be executed by the Civil Police.

Investigation Division Officers have no powers of arrest beyond those available to the ordinary citizen, and must involve the Civil Police if they consider they have sufficient grounds for detention.

Individuals must decide for themselves whether to co-operate with Investigation Division Officers' requests to search or to stay beyond normal finishing time. In the vast majority of cases, since the individual will be innocent of any offence, co-operation will be the best course of action.

For further information please refer to Section 19 of the Sub-Postmaster's Contract entitled "*Offences: Suspension: Enquiries by Officers of the Investigation Division*".

## **DISCIPLINARY PROCEDURES**

### **NON-COMPLIANCE OR NON-OBSERVANCE OF THE RULES**

Repeated breaches of Post Office Rules may lead to termination of the Sub-Postmaster's Contract of Appointment.

A Sub-Postmaster who is alleged to have not complied with or has not observed the Rules must be given the opportunity to provide a written explanation of his conduct and the allegations against him.

A meeting will normally be held to discuss these matters with the Retail Network Manager and a record of this meeting will be kept by the Retail Network Manager. The Sub-Postmaster is entitled to have a "friend" present at this meeting who may be the local Federation official.

The Federation's advice is that members should insist on their right to have a friend present at this meeting. In addition, the Sub-Postmaster should keep a copy of the record of discussion in order that it may be used later if this becomes necessary.

### **REPRESENTATIONS ON POST OFFICE MATTERS**

A Sub-Postmaster may make representations at any time to the Regional General Manager on a matter relating to his duties, remuneration or any other Post Office matter. The decision of the Regional General Manager is final.

## **APPEALS**

There is no provision for a formal appeals procedure against three months' notice of contract termination or against remuneration with pay in lieu of notice.

A Sub-Postmaster who wishes to appeal against a decision to summarily terminate his contract may do so either in writing or by personal interview to a member of the Counters "Appeals Authority". The decision of this Authority is final.

Appeals on all other issues are heard by the Regional General Manager, whose decision is final.

Until the final right of appeal has been exercised, the Sub-Postmaster should not ask persons outside the Post Office to take up the case on his behalf. This does not prevent the Sub-Postmaster from obtaining advice and support to help present his case.

The Federation's advice is that a Sub-Postmaster who is in this position should obtain advice or support from the National Federation of Sub-Postmasters or any other outside person where this will be of help to his case.

**NOTE:** At the time of going to press, the Federation was working with Post Office Counters Ltd on a review of Disciplinary Procedures. As part of this review it is anticipated that a Code of Practice will be produced to ensure that Sub-Postmasters, Federation representatives and Post Office Counters' Managers should all understand that they are working within the same guidelines and that Sub-Postmasters should be able to feel that the system is fair and will be implemented in a manner which gives them full opportunity to state their case should there ever be a need.

**NOTE:** Much of the information in this Handbook summarises the provisions of Post Office Rules and the Sub-Postmasters' Contract. In cases of doubt or dispute, reference should be made to the wording of the appropriate Rules or Section of the Sub-Postmasters' Contract.

The National Federation of Sub-Postmasters cannot accept responsibility for any direct or consequential loss suffered by Sub-Postmasters acting or refraining from action on advice or information given in this Handbook.

Please note that any reference in this Handbook to Sub-Postmasters also includes Sub-Postmistresses.

# **National Federation of Sub-Postmasters**

EVELYN HOUSE  
22 WINDLESHAM GARDENS  
SHOREHAM-BY-SEA  
WEST SUSSEX  
BN43 5AZ

TEL NO:  
FAX NO:

**GRO**

GENERAL SECRETARY:  
**COLIN BAKER**

ASSISTANT GENERAL SECRETARIES:  
**KEVIN DAVIS**  
**PAUL HEASMAN**



## **SUBPOSTMASTERS HANDBOOK**

27th Edition

Published November 1995

### **ERRATA NOTICE**

#### Pages 62-63

##### **MAILWORK SUBPOSTMASTERS**

Please **delete all text** from: *“There is a special method of giving credit to Mailwork and its associated attendances . . .”*

on page 62, and the whole of page 63 as this is no longer relevant to the Mailwork Payment system described on the earlier pages.

#### Page 80

**Remove** paragraphs on PRE-RETIREMENT SEMINARS as they are no longer run.

#### Page 92

CLASS 2 CONTRIBUTIONS are due at the flat rate of **£5.75**.

Small Earnings Exception limit in 1995-96 is **£3,260**.

#### Page 94

VAT - The threshold of £46,000 has applied since **30 November 1994**.