

**PARTNERSHIP PRINCIPLES AGREEMENT**

**&**

**PROCEDURE AGREEMENT 1**

**between**

**HERMES PARCELNET LIMITED**

**and**

**GMB UNION**

## **Section 1**

### **Partnership Principles Agreement**

This agreement signifies the commitment of HERMES PARCELNET Limited ("Hermes") and the GMB Trade Union ("GMB") to work together in partnership in the joint interests of the company and everyone associated with this agreement.

The purpose of this Agreement is to establish a framework to develop and maintain constructive relationships which support a culture of business excellence.

This Agreement is designed to provide an environment in which individuals who provide delivery and collection services to Hermes on a self-employed basis as "Self-Employed Plus Couriers" can develop, acquire and practise new additional skills to help them provide a better services to Hermes. In return Hermes will work to develop new products and services to win new business and retain existing business so as to provide security of provision of services for Self Employed Plus Couriers wherever possible.

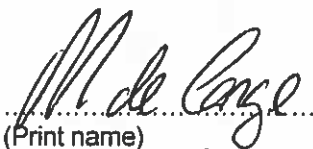
The parties to this Agreement are Hermes and the GMB (the "Partners").

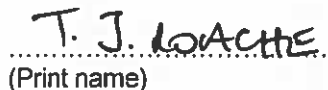
### **Principles and Pillars of Partnership**

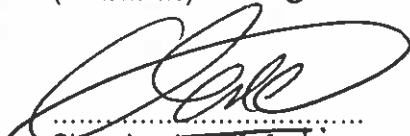
- The Partners are mutually committed to the business success of Hermes.
- The Partners are committed to a relationship which will focus on improving the retention of services and quality of life of Self Employed Plus Couriers.
- The Partners have a shared understanding that the relationship should deliver benefits for all parties and that any agreement reached should not have a materially negative effect on the profitability of Hermes.
- The Partners acknowledge that from time to time there may be legitimate differences in interests and priorities and commit themselves to resolve these in a spirit of mutual trust and respect.
- The Partners will work together to continually improve the opportunities that are available for Self Employed Plus Couriers to perform services to Hermes.
- The Partners are committed to a culture of transparency and openness where true consultation can take place and the Self Employed Plus Couriers have a real voice

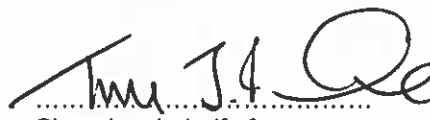
## Partnership Practice

- The Partners mutually recognise that a partnership of equals, delivers commitment from those engaged in the process, and helps create fair and reasonable and effective working policies and practices.
- The Partners will share values and goals, and will work together through dialogue and proper consultation.
- The Partners will jointly develop a relationship based on flexibility and co-operation
- The Partners recognise that loyalty and commitment to their relationship under the principles and terms of practice set out in this Partnership Principles Agreement are fundamental to the success of relationships between them.
- Hermes is committed to involving and consulting with GMB members who are Self Employed Plus Couriers and their representatives in which the GMB Union will play an integral part.
- Hermes will recognise and support membership of GMB Union, and will assist with providing access to Self Employed Plus Couriers as potential new members for joining purposes.
- Hermes will encourage Self Employed Plus Couriers who are GMB members, and therefore covered by this agreement, to become representatives without fear of reprisal, or undue pressure to dissuade, and as such they will be treated with respect and dignity.
- GMB will do all it can to ensure that those that seek and take up the position of representative have good attitudes and behaviours towards Hermes.
- GMB will encourage its members who are Self Employed Plus Couriers to act responsibly in their dealings with Hermes and to use the framework of this Agreement to settle any differences.
- It is recognised that the spirit of mutual trust on which this agreement is based will entail that from time to time the company and the GMB Union will exchange information of a confidential nature ("**Confidential Information**"). Each party agrees to keep Confidential Information confidential and to use it only for the purposes of this Agreement. Each party will use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorised disclosure of the Confidential Information of the other party as uses to protect its own confidential information of a like nature. The GMB will ensure that each GMB representative signs a non-disclosure agreement with Hermes on terms agreed between the GMB and Hermes.

  
.....  
(Print name)

  
.....  
(Print name)

  
.....  
Signed on behalf of:  
Hermes PARCELNET Limited

  
.....  
Signed on behalf of:  
GMB Trade Union

Date 25 January.....2019

# Procedure Agreement 1:

## Recognition Agreement and Collective Negotiation and Consultation Procedures

### Parties

1. The parties to this Agreement are Hermes Parcelnet Limited ("**Hermes**"), on the first part and the GMB Trade Union ("**GMB**") on the second part.

### Scope

2. This Procedure Agreement 1 and Annexes A to G inclusive applies to Self Employed Plus Couriers who it is agreed are self-employed contractors engaged by Hermes under a contract for services and those 194 individuals who provide services to Hermes under a self-employed worker contract. For the purposes of this Procedure Agreement 1 and Annexes, any reference to Self Employed Plus Couriers shall also be a reference to those aforementioned 194 individuals. The material terms and conditions upon which the Self Employed Plus Couriers provide services are agreed between Hermes and the GMB and set out in an agreement that is supplemental to this Agreement and is signed by both parties on or immediately after the time that this Agreement is entered into (the "**Supplemental Agreement**").
3. Other individuals who provide delivery and collection services to Hermes on a self-employed contractor basis as Lifestyle Couriers are not covered by the Procedure Agreement 1 and its Annexes save that the terms of Annex H will apply to them so that they are allowed rights to representation by a GMB representative only up to Regional Delivery Manager Level, which will be the only and final stage of such representation.

### Recognition

4. Hermes recognises the sole right of the GMB to consult, represent and negotiate on behalf of its members as defined within the scope above.
5. Hermes acknowledges the GMB as its primary trade union for recognition in connection with individuals who provide delivery and collections services on a self-employed basis as Self Employed Plus Couriers and confirms its sole rights for collective consultation, representation and negotiation purposes on behalf of Self Employed Plus Couriers who become members of the GMB.
6. Hermes will offer the facility and promote (for the purposes of membership of the GMB) to individuals who are providing delivery and collection services to Hermes on a self-employed basis as Lifestyle Couriers or Self Employed Plus Couriers the benefits of the relationship with the GMB and will support Lifestyle Couriers and Self Employed Plus Couriers to join the GMB.

### General Principles

7. Hermes and the GMB have a common objective in using this procedural framework of information provision and collective consultation and where applicable collective negotiation to achieve results beneficial to both Hermes and individuals who are providing delivery and collection services to Hermes on a self-employed basis as Self Employed Plus Couriers, through a representative system of GMB Union members.
8. The procedural framework agreement and procedures established by this Agreement are founded upon the following principles:
  - An expectancy for all concerned to be treated with dignity and respect.

- Hermes's objective is to be known as a good company that also values those engaged on a contracts for services for the valued contribution they make.
- The processes of collective negotiation and joint consultation (as applicable) rest upon the concept of both parties seeking to reach agreement within the context that the profitability of Hermes must be respected, preserved and not prevented from growing and where the matter being agreed is future rights and entitlements of Self Employed Plus Couriers it is fair that the burden of funding these is shared between Hermes and Self Employed Plus Couriers in an equitable and sustainable way so that Hermes is able to provide continuity of service provision to all Self Employed Plus Couriers.
- Both parties acknowledge and accept Hermes' absolute right to manage and develop, without interference or delay, its own business and the services and products it provides to its customers and clients either directly or through the services of third parties; for the avoidance of doubt such third parties include (without limitation) SE+ Couriers.
- This Agreement and Annexes sets out the specific procedures to be followed by the parties and concerning matters that are confined to information provision, consultation and negotiation.
- This Agreement is an important channel through which Self Employed Plus Couriers have an opportunity to have a voice, participate in and be consulted upon questions and matters concerning their services as a Self Employed Plus Courier. In order that dialogue within the these procedures can be both representative and effective, Hermes will provide access to Self Employed Plus Couriers to join the GMB within the scope of this Agreement.
- The parties agree that consultations shall mean to fully inform each other of any relevant issues and plans, and then engage in timely and meaningful discussions and consider all comments of the other party.
- The parties agree that negotiations shall mean to engage in timely, constructive and good faith discussions aimed at reaching agreement on the matters that are being so negotiated.

9. In pursuance of these principles and as a contribution to involvement and participation through the process of collective negotiation and consultation (as appropriate) the general procedures established by this Agreement:

- provides for representation in a flexible manner at the local and regional national levels.
- Deals with collective questions only.
- Provides the means for questions to be resolved as speedily as possible at the lowest level possible in these procedures.

10. The parties to this Agreement accept that they have a joint responsibility to ensure that the acceptance of proposals is not unreasonably withheld or delayed and, once questions or matters have been settled, to take all reasonable steps to ensure their successful implementation. They further accept that differences and disputes will be dealt with in accordance with Annex D of this Agreement.
11. Hermes agrees not to implement material alterations to any pay model and benefits of the Self Employed Plus Couriers as described within the scope of this Agreement, without proper, full and meaningful, exchanges, through negotiation and consultation (as appropriate), unless the procedure agreement has been fully exhausted.
12. The GMB agrees not to encourage its members to take any form of industrial action until the dispute resolution procedures in this procedure agreement has been fully exhausted.
13. Hermes and GMB agree that it shall keep all lines of communication open at all times, including between the CEO of Hermes and the General Secretary of the GMB.

### **The Collective Bargaining Process**

14. The collective negotiation and consultation processes and information provision processes established by this Agreement shall be comprised of the following bodies, the constitutions of which are set out in the specified paragraphs and Annexes to this Agreement:
  1. Joint National Negotiating Forum (JNNF) as set out in Annex A.
  2. Joint National Consultation Forum (JNCF) as set out in Annex B
  3. Joint Regional/ Divisional Consultation Forum (JRDCF) as set out in Annex C.
  4. Time off for Trade Union Duties & Activities as set out in Annex D.
  5. Health & Safety as set out in Annex E.
  6. Access and rights to organise are set out in Annex F.
  8. Rights of representation for Lifestyle Couriers are set out in Annex G
15. The Joint National Negotiating Forum referred to as the (JNNF) is the only body that can collectively agree changes to this Agreement and matters that have a national impact. The JNNF has established arrangements for the Joint National Consultation Forum (hereinafter referred to as the "JNCF") as set out in Annex B and the Regional/Divisional Consultation Forum as set out in Annex C.
16. The JNNF shall be established in accordance with the constitution set out in Annex A to this agreement. The JNNF may by joint agreement from time to time, vary its constitution, provided that the constitutional arrangements are based upon the general principles of this Agreement set out in paragraphs 7 to 13 inclusive.

**Consultation and negotiation**

- 17. The parties agree that arrangements for consultation and negotiation will be addressed as set out in Annex A paragraph 15, to this Agreement.

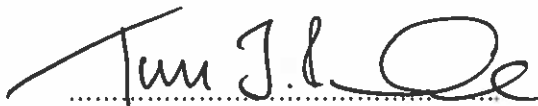
**Interpretation**

- 18. Only the JNNF has the ability to make formal agreements on general terms and conditions applicable to Self Employed Plus Couriers. Questions of interpretation of substantive agreements reached within the collective negotiating process established by this Agreement can only be dealt with by this body,

**Duration**

- 19. This Agreement shall take effect on 25 January 2019
- 20. The parties to this Agreement may amend it in such ways as they think fit by agreement. Either party may terminate this Agreement by giving six months' notice in writing to the other party.

Signed on behalf of the GMB Trade Union



Signed on behalf of Hermes Parcelnet Limited



# ANNEX A TO PROCEDURE AGREEMENT 1

## Constitution: Joint National Negotiating Forum (JNNF)

### Purpose

1. The parties agree that harmonious working relationships are best achieved when all parties feel involved and that their interests and voices are represented. The parties agree to enter into meaningful collective negotiation and consultation (as appropriate) and work together to agree to settle material terms and conditions for the Self-Employed Plus Couriers. The Joint National Negotiating Forum (JNNF) shall consider both business performance of Hermes and collective considerations of Self-Employed Plus Couriers when working towards agreement on matters of collective interest.

### Scope

2. Those in scope of this agreement are Self Employed Plus Couriers.

### Composition

3. The JNNF shall consist of:

Company members

Director of Delivery Experience  
Members of Senior Management

Union Members

- 10

National Officer GMB  
9 National Negotiating Forum GMB representatives

### Periods of office

4. GMB representatives will be appointed every 3 years, after being elected by Self Employed Plus Couriers who are GMB Members in their respective regions.

### Vacancies

5. In the event of death, prolonged absence or resignation of a member ceasing to provide services to Hermes, the GMB shall appoint a substitute to cover the vacancy either for the period of absence or for the remainder of the period of office.
6. The JNNF shall not be prevented from carrying out its function due to any vacancies or short term absences. At all meetings of the JNNF the National Officer GMB or in their absence another GMB full time officer nominated by the National Officer GMB shall be present, and at least four other representatives from the trade union side.

### Substitutes

7. It is the responsibility of the GMB National Officer to nominate a substitute if deemed appropriate.

### Committees



8. The JNNF may from time to time establish sub committees and working parties to expedite matters. The make-up of these groups will be agreed by Hermes and National Officer GMB, appropriate to the subject.

#### **Meetings**

9. The JNNF will meet in the month of June in each year of this Agreement and/or as and when required, by mutual agreement, and in particular where there has been a Failure to Agree registered at any JNCF.

#### **Notice and Agendas**

10. Notice shall be given to all forum members of every meeting of the JNNF. Notice shall be accompanied by an agreed Agenda setting out the agreed business to be discussed at the meeting.

#### **Business Limited to Agendas**

11. No business shall be transacted at the JNNF unless notice has been given on the agenda. However, consideration of an item of business which is agreed is of sufficient urgency or importance can be added during a JNNF.

#### **Minutes**

12. Minutes in draft form will be produced by the management team, setting out the brief discussion headings, the agreement and actions that took place at the meeting, within a reasonable time of the meeting taking place. Minutes will be numbered. Alterations and amendments shall be agreed between the National Officer GMB, and the appropriate management team member, within a further reasonable period, prior to the final copy being signed, dated, and distributed by both parties as a true and correct record.

#### **Negotiating Procedures**

13. The parties agree that it is in their interest to negotiate the matters as set out in paragraph 15 of this Annex A to Procedure Agreement 1.
14. Average earnings and company expenses will be paid to all representatives for time spent on duties and activities arising out of these procedures, in accordance with Annex D to Procedure Agreement 1, paragraph 21.
15. It is agreed that the following are matters for negotiation at National level.
- (i) The making of material changes to the Hermes Model (as defined in the Supplemental Agreement) to implement the findings or recommendations of any audit of the Hermes Model carried out under the terms of the Supplemental Agreement. *It is agreed that for the first two years of this agreement both parties will refrain from negotiating any material changes to the existing Hermes Model, unless both parties agree to discuss.*
- (ii) Non parcel rate payments (including without limitation incentive bonuses) that form part of the agreed terms and conditions of Self Employed Plus Couriers. For the avoidance of doubt the setting of parcel rate shall not be subject to any negotiation between Hermes and the GMB because they are negotiated directly between Hermes and the relevant individual who are, or become, SE+ Couriers. Furthermore the rules that Hermes uses to decide the value of the parcel rates it offers to individuals during any such negotiations shall not be subject to any negotiation between Hermes and the GMB,
- (iii) Holidays.
- (iv) The methodology of how the National Living Wage is calculated and paid according to the Hermes Model (referred to in paragraph 15(i)).

- (v) How to continue to grant or move towards granting (as the case may be) rights and entitlements to Self Employed Plus Couriers that are consistent with worker status within the meaning of s230(3)(b) Employment Rights Act 1996, and s54(3)(b) National Minimum Wage Act 1998. For the avoidance of doubt any holiday entitlement agreed to be provided by Hermes to Self Employed Plus Couriers will be provided as a consequence of, and pursuant to, negotiations between Hermes and GMB.
- (vi) The cost to Hermes of the time off of the GMB representatives pursuant to Annex D of this Agreement.
16. As determined by this agreement, under the auspices of the JNNF. The following will be matters for consultation at the Joint National Consultation Forum (JNCF)
- Agreements reached at the JNNF.
  - Performance of the business, and the business plans.
  - Planning needed to meet seasonal requirements for the services of SE+ Couriers.
  - Introduction of new technology.
  - The training requirements of GMB representatives and possible training to be given to SE+ Couriers so that they are better able to perform services to Hermes.
  - 
  - Complaints that are unresolved following escalation to the Hermes Services Provider Complaints Panel.
  - The fair treatment of Self Employed Plus Couriers by Hermes and its employees.
  - Ways in which loss and/or damage to parcels can be reduced across the population of Self Employed Plus Couriers.
  - Use of surveillance and monitoring technology.
  - Organisation changes and updates.
  - Winning and loss of contracts with clients.
  - Development of the C2X service.
  - Other matters of legitimate collective interest.
  - The time take or to be taken off of the GMB representatives pursuant to Annex D of this Agreement.

### **Dispute Resolution**

17. The questions referred to under paragraph 15, (i) to (vi) inclusive shall be determined and finalised by the JNNF. The Procedure is exhausted once negotiations and discussions within the JNNF have been concluded.

This does not preclude further discussions between the Hermes Legal Director and the GMB National Officer, to consider what other steps, including third-party conciliation with ACAS, which might assist resolution of questions upon which there has been a registered Failure To Agree arising from the RDCF or JNCF or within the JNNF itself.

### **Interpretation**

18. Questions of interpretation of substantive agreements reached at the JNNF within the collective negotiation procedure, shall only be dealt with by the parties and the body which made the agreement.

### **Consultation**

19. In all cases of matters of resolution and agreement affecting material terms and conditions of Self Employed Plus Couriers (for the avoidance of doubt this will not include the services provided to Hermes and matters incidental to such services) reached at the JNNF, prior to formal acceptance of such, appropriate consultation will take place with those GMB members affected. Where GMB and Hermes have reached agreement in principle GMB would recommend acceptance of the proposal.

This Agreement shall take effect on 25 January 2019

Signed on behalf of GMB Trade Union Tom J. Leese

Signed on behalf of Hermes Parcelnet Limited [Signature]

# **ANNEX B TO PROCEDURE AGREEMENT 1**

## **Constitution: Joint National Consultation Forum (JNCF)**

### **Purpose**

1. The parties accept the need to maintain and promote harmonious working relationships and effective communications with Self Employed Plus Couriers and their GMB representatives. The Joint National Consultation Forum will promote the sharing of business information, discussion on matters of common/collective interest and discussion on matters which affect the Self Employed Plus Couriers covered by this agreement, and the company activities and performance.

### **Composition**

2. The JNCF shall consist as follows

#### **Company members**

Director of Delivery Experience  
Other Members of Senior Management

Once per annum, the CEO will attend the meeting to give a state of the nation address.

#### **Union Members**

- 10

National Officer GMB  
9 Joint National Consultation Forum GMB representatives

#### **Members to serve for three years**

3. GMB representatives of the Joint National Consultation Forum will be elected every 3 years in accordance with at Annex A to procedure agreement 1, paragraph 4.

Average earnings (as calculated in accordance with paragraph 21 of Annex D to Procedure Agreement 1) and expenses will be paid to all representatives for time spent in activities arising out the JNCF.

#### **Vacancies**

4. In the event of death, prolonged absence or resignation of a GMB representative, the GMB shall appoint a substitute to cover the vacancy either for the period of absence or, in the case of death or resignation, for the period in which elections are held to replace the relevant GMB representative.

#### **Vacancies not to invalidate proceedings**

5. The JNCF shall not be prevented from carrying out its function due to any vacancies or short term absences on the Forum. At all meetings of the JNCF the National Officer GMB or in their absence another GMB Full Time Officer shall be present, and at least four other representatives from the trade union side.

#### **Substitutes**

6. It is the responsibility of the GMB National Officer to nominate a substitute if deemed appropriate.

Annually Hermes and GMB will review the time and costs of the different forums and meeting arrangements.

#### **Committees**

7. The JNCF may from time to time establish sub committees and working parties to expedite matters. The make-up of these groups will be agreed by the management team of Hermes and National Officer, appropriate to the subject. In all instances the sub committee and working party will report back to the JNCF for final ratification of their findings.

#### **Meetings**

8. The JNCF will meet every three months, and will be diarised prior to the beginning of each year.

#### **Special Meetings**

9. Either party may reasonably request a special meeting of the JNCF, and such will be held within 21 days if so requested.

#### **Notice and Agendas**

10. Notice shall be given to all forum members of every meeting of the JNCF. Notice shall be accompanied by a standard Agenda setting out business to be discussed at the meeting.

#### **Business Limited to Agendas**

11. No business shall be transacted at the JNCF unless notice has been given on the agenda. The meeting will, however, allow the consideration of any item of business which in their opinion is of sufficient urgency or importance.

#### **Minutes**

12. Minutes in draft form will be produced by the management team, setting out the brief discussions and heading, agreements and actions that took place at the meeting, within a reasonable period after the meeting taking place. Such minutes will be numbered. Alterations and amendments shall be agreed between the National Officer GMB, and the appropriate management team member, within a reasonable period days, prior to the final copy being, dated, and distributed by both parties as a record of discussions that took place.

Matters that are regarded as confidential, a separate confidential record will be kept, which can only be kept by the parties to the discussion, and will remain confidential unless it is agreed to release such information.

#### **Dispute Resolution**

13. Where a Failure to Agree has been referred to a JNCF from a RDCF the members of the JNCF will work together to consider and discuss the Failure to Agree with a view to reaching an agreement to resolve the Failure to Agree. The consideration of the Failure to Agree by the JNCF will be carried out in the context that the members appreciate that this should be the final point of escalation if at all possible and that finding an agreement and an acceptable compromise should be given the upmost consideration of all parties.

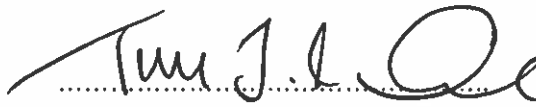
If considered appropriate, the question may be referred back to another level of this procedure for further discussion with guidance and direction given by the JNCF. It may also be decided that attendance at this meeting can be made by members of the JNCF as agreed. Any failure to reach

agreement at this level will be referred back again to the members of the JNCF for resolution at the next arriving JNCF.

In the event that a registered Failure to Agree arises during the course any JNCF or the JNCF is unable to settle a dispute referred to it by a RDCF, the matter shall be referred to the JNCF for resolution.

This Agreement shall take effect on 25 January .....2019

Signed on behalf of GMB Trade Union



Signed on behalf of Hermes Parcelnet Limited



# ANNEX C TO PROCEDURE AGREEMENT 1

## Constitution: Regional/ Divisional Consultation Forum (RDCF)

### Purpose

1. The parties accept the need to maintain and promote harmonious working relationships and effective communications with Self Employed Plus Couriers and their GMB representatives. The Regional/Divisional Consultation Forum ("RDCF") will promote the sharing of business information, discussion on matters of common/ collective interest and discussion on matters which affect the Self Employed Plus Couriers and the company in the respective Divisional areas of the company.
2. The company agrees that Self Employed Plus Couriers should have a voice to raise issues of concern, and that this should take place on a non-exclusive basis via their GMB representatives and their Divisional managers meeting frequently to discuss and resolve matters. The RDCF aims to settle matters raised at the lowest level in these procedures.
3. In circumstances where the RDCF meetings believe that an issue discussed has wider implications for Hermes, and its Divisions, in this instance it would be appropriate for both parties to then escalate the matter to the JNCF

### Composition

- 4 The RDCF shall consist of a maximum number of the following members to be appointed as follows;

**Company members** - 2 plus 1

Divisional manager  
Member of the Field Team

**Union Members** - 2

Regional Organiser GMB  
1 GMB representative

**Please Note: In some circumstances because of the cross over of GMB Regional representative's boundaries and Hermes Divisional Managers boundaries, it may be worth holding Joint Regional/Divisional meetings. The relevant GMB representative(s) and Hermes Divisional Manager(s) will agree this between themselves.**

### Representation – RDCF Meetings

5. A meeting will take place every month, except during the November and December months, which will be diarised annually. (10 meetings per annum)

In attendance will be the Hermes Divisional Manager, relevant Hermes Regional Manager(s) as determined appropriate by the relevant Hermes Divisional Manager and the GMB representative and GMB regional organiser. A Hermes Assistant Head of Couriers may also attend any meeting and the relevant Divisional Manager will give prior notice of such attendance to the appropriate GMB representative.

## **Notice and Agendas**

6. Notice shall be given to all members of every meeting of the RDCF. Notice shall be accompanied by a standard Agenda setting out business to be discussed at the meeting.

## **Agenda**

7. There will be a set agenda. Items for discussion will include matters arising from Negotiations and Consultation at the JNNF/ JNCF and how they apply to their areas of the UK, National and local business performance matters, Health & Safety & Welfare issues, and matters that have been reviewed and decided upon at the Service Provider Complaints Panel. The agenda shall not be limited to these items but no meeting will involve the raising of individual SE+ Courier complaints that have not been escalated up to the Service Provider Complaints Panel.

## **Minutes**

8. Minutes in draft form will be produced by the management team, setting out the brief discussions and heading, agreements and actions that took place at the meeting, within a reasonable period of time after the meeting taking place. Such minutes will be numbered. Alterations and amendments shall be agreed between the Regional Organiser GMB, and the appropriate management team member, within a reasonable period, prior to the final copy being, dated, and distributed by both parties as a record of discussions that took place.

Matters that are regarded as confidential, a separate confidential record will be kept, which can only be kept by the parties to the discussion, and will remain confidential unless it is agreed to release such information.

## **Payments**

9. Average earnings and company expenses will be paid to all GMB representatives for time spent in activities arising out of the RDCF in accordance with Annex D to Procedure Agreement 1, paragraph 21.

## **Other duties of Regional/Divisional Representatives**

10. GMB representatives will be elected to be responsible for one GMB Region per representative, accordingly there will be 9 GMB representatives nationally.
11. GMB representatives can also be called upon to do Health and Safety inspections with managers when notified there is a particular problem or hazard. This will be pre planned with the Hermes Divisional Manager concerned for that areas of the UK.
12. GMB representatives will also be informed as a matter of urgency where a threat to members Health & Safety has taken place.
13. GMB representatives can be called upon to assist Self Employed Plus Couriers who are members of the GMB to make written representations to the Hermes Service Provider Complaints Panel.
14. Regional Representatives shall be allowed reasonable time to undertake correspondence duties, on their work commitments. If a situation arises where a Regional Representative is taking more than a day per month on correspondence duties the matter shall be referred to the JNCF for discussion, investigation and, as appropriate, as solution.



## **Elections and Representation**

16. The parties agree that GMB representatives are elected in accordance with the GMB's rules, and to carry out the duties described by the GMB's rules, and can represent the members, in accordance with the terms of this Procedure Agreement 1 and the Supplemental Agreement referred to in paragraph 2 of Procedure Agreement 1.
17. Hermes will provide facilities where requested, to enable GMB representatives to be elected by the members.
18. Elected representatives will be confirmed in office for a period of 3 years from the date of the election, in accordance with GMB procedures.
19. The National Officer will notify the company in writing of the name of elected representatives at the earliest opportunity after their election.

## **Protection**

20. The company agree that GMB representatives will be protected from any detriment as a result of their trade union activities and duties.

## **Purpose**

21. No changes can be made through negotiation at local level to the national pay model and other national agreements, including other payments, which have not been first agreed at the JNNF.

## **Dispute Resolution**

22. In the event that differences are not settled between Divisional Managers and Representatives, the procedure set out below shall apply where such differences are collective in nature:

Following a recorded failure to agree on a specific matter ("FTA") at the Divisional Level, either side may refer the FTA within seven days to the Hermes Head of Courier and the GMB Regional Officer for consideration, discussion and agreement.

When a FTA has been referred at the Divisional Level for resolution the status quo shall apply until the dispute has been resolved.

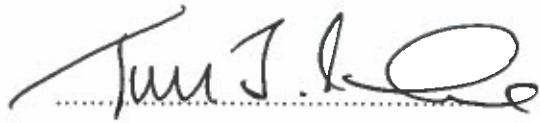
In the event that the Hermes Head of Courier and the GMB Regional Officer fails to reach agreement to resolve the FTA with 14 days, the matter shall be referred to the Hermes Director of Delivery Experience and the GMB National Officer for consideration, discussion and agreement. Minutes of the meetings between the relevant Representative and Divisional Manager and between the Hermes Head of Courier and the GMB Regional Officer shall be provided together with any other relevant documentation ahead of the meeting between the Hermes Director of Delivery Experience and the GMB National Officer.

If an acceptable resolution cannot be reached between the Hermes Director of Delivery Experience and the GMB National Officer the FTA will be referred within seven days to all individual members that make up the JNCF. The status quo shall continue to apply.

Minutes of the meetings held up to this point regarding the FTA together with all relevant documents will be made available to all members of the JNCF ahead of the next arriving JNCF.

This Agreement shall take effect on 25 January 2019

Signed on behalf of GMB Trade Union



Signed on behalf of Hermes Parcelnet Limited



# **ANNEX D TO PROCEDURE AGREEMENT 1**

## **Time off for trade union duties and activities**

### **Preamble**

1. Any representative who is a member of the GMB is to be permitted reasonable time off in order to:
  - (i) Carry out Trade Union duties specified in this Agreement.
  - (ii) Take part in Trade Union activities specified in this Agreement.
  - (iii) Undergo training relevant to Trade Union duties.
2. Time off will be afforded to representatives in accordance with the provisions listed below and the notes for guidance set out in the appendix to this Agreement.

## **Time off for trade union duties**

### **Joint National Negotiating Forum Reps**

3. The Chair and the Vice Chair of the trade union representatives appointed to serve on the JNNF and JNCF will be permitted the amount of days per month set out in this Agreement to undertake and carry out Trade Union duties connected with their remit under this Agreement (being Procedure Agreement 1 and its Annexes).
4. Other trade union representatives of the JNNF and JNCF will be allowed reasonable time off to enable them to undertake and carry out their Trade Union duties connected with their remit under this Agreement (being Procedure Agreement 1 and its Annexes. In the interests of safety and welfare of the trade union representative, he/she will not be expected to carry out services as a Self Employed Plus Courier in the event that a JNNF is extended to carry out further negotiations. As such Hermes will ensure that those representatives so affected will be supported as needed in finding cover for the services that they would otherwise have provided.
5. Other paid release will be allowed for GMB representatives as detailed in this Annex D.

### **Trade Union Members Elected to GMB Regional Committees and/ or the National Central Executive Council and other important policy bodies of the GMB.**

6. Central Executive Committee members of the GMB who are representatives will also have a right to time off to carry out their elected Trade Union duties. If such a situation arises, the appropriate Director and the National Officer GMB will reach an agreement on the procedure for ensuring the required release will be carried out.
7. Where possible, a mutually convenient time should be agreed which minimizes the effect on the services that the relevant representative provides to Hermes.
8. All JNNF/JNCF representatives are allowed release from carrying out their services with average pay (as defined in accordance with paragraph 21 of this Annex D) to attend the GMB National Organising meetings, which will take place prior to each JNNF/JNCF, provided the National Officer gives annual notice and these are placed in the annual diary by the appropriate Director including date, time and locations of these meetings.

9. Agreed selective GMB representatives, are allowed release with average pay (as defined in accordance with paragraph 21 of this Annex D), to attend the GMB annual conference for representatives for two days. Provided that the National Officer gives reasonable notice to the Director of Delivery Experience, the dates and locations of the conference.
10. All GMB representatives will be allowed one day per month, release with average pay (as defined in accordance with paragraph 21 of this Annex D) to allow them to inform and consult with members prior to and following JNCF meetings, and explain the role of the GMB to new GMB members and time off for preparing for the relevant RDCF. These dates must be notified in advance to their Divisional Manager.
11. Other agreed times and when payment is made for time off for Trade Union duties in accordance with the notes for guidance (see paragraph 18).
12. In making requests for time off, Hermes should be provided with as much notice as reasonably possible, together with details of the purpose for such time off.
13. The amount and frequency of time off should be reasonable in all the circumstances.

#### **Training for Union representatives**

14. The company agrees on the need to allow suitable training and time off (from the provision of services) with pay (to be calculated in accordance with paragraph 21 of this Annex) for union representatives to enable them to achieve the skills required to carry out their duties. In their first year as a GMB Representative, SE+ Couriers can have up to 10 days paid time off from the provision of services for the purpose of training, such training to be taken in separate period of 2 or 3 consecutive days. In their years following their first year as a GMB Representative, SE+ Couriers can have no more than 3-5 days per annum paid time off their provision of services for the purpose of training.

The training will be on the following matters:

- How to work in partnership with Hermes employees; Field Managers, Regional Managers and Divisional Managers in particular;
  - Good relations;
  - Bargaining skills; and
  - Health & Safety – in particular as it applies in the context of a self-employed operation.
15. Management should normally be given at least twenty eight days' notice of nominations for training courses in writing, and verification from either the GMB Regional Organiser, or GMB Education Officer.
  16. The GMB agrees to avoid representative training during the peak periods in the months of November and December each year.
  17. Representatives will receive payment as per paragraph 21 of this Annex D, for time spent on training.

#### **Notes for Guidance**

##### **Introduction**

18. These notes for guidance amplify the provisions of this Annex D.

##### **Trade Union Duties**

19. Examples where time off with average pay (as defined in accordance with paragraph 21 of this Annex D) should be granted for Self Employed Plus Courier who are GMB trade union representatives carrying out

trade union duties, as defined under this Agreement (being Procedure Agreement 1 and Annexes) as follows:

Each GMB representative will use reasonable endeavours to find cover for their services whilst they are performing trade union duties or attending training. Hermes will be responsible for finding cover for such services in the event any GMB representative is unable to source cover. All dates for training and attending trade union events will be pre-arranged with at least 4 weeks' notice given for each.

The below table sets out the purpose for which GMB Representatives may have time off from the provision of services with pay calculated in accordance with paragraph 21 of this Annex.

	GMB Representatives as defined in procedure agreement 1 and its annexes
<b>Nature of Release</b>	<b>Time off with pay</b>
National/ Regional/ Local Joint company meetings	Yes all
Preliminary representatives discussions prior to each JNCF	Yes all
Information, and consultation with members, prior to or following joint meetings, that they are involved in at that level.	Yes all
For assisting Members making written submissions to the Service Provider Complaints Panel	No more than 5 days in total.
Attendance at National GMB industrial meetings once per annum ahead of each JNCF	Yes all
Attending at an approved TUC, or GMB training course	Yes to those that attend
Facility for explaining role of Trade Union to new representatives	Yes all
Acting as a representative in a meeting of an official policy-making body of the union such as executive committee, regional committee or annual conference(s) (i.e. this is defined as only being	Yes for the representative selected to the relevant committee

applicable to a policy-making body of the GMB union)	
Acting as an elected official on external bodies such as a council, or other such recognised public body.	Yes for the representative elected to the relevant body
For the purposes of H&S&W for accident investigation and dangerous occurrence etc	Yes for the relevant representative at the time

### Meeting Arrangements

20. Facilities for attending meetings in connection with Trade Union duties are as follows:

GMB representatives required to attend meetings shall be allowed an adequate paid time for travel to such meetings, and recovery before resuming the provision of services to Hermes.

### Payment Arrangements

21. The following method of payment shall be applied in connection with time off for Trade Union duties during courier services:

Representatives will be paid the following,

Where any loss of work time is involved for any JNNF/ JNCF attending meetings, or appropriate training course the GMB representative will be paid average earnings, which for these purposes, 'average earnings' is determined as average *daily* earnings of the relevant GMB representative as a Self Employed Plus Courier excluding expenses and ad hoc payments and bonuses over each day of the 12 week periods preceding the day(s) taken off to attend meetings or training.

When representatives duties are undertaken reasonable travel expenses and meal expenses accompanied by a receipt will be reimbursed in accordance with the company expenses policy.

### Union Facilities

22. Facilities will be made available by Hermes for the Union to communicate with and organise its members. These will include:

Facilities for distributing union communications and publications.

Secure conference call facilities and a communications page on the 'Couriers Online' forum operated by Hermes.

This Agreement shall take effect on 25 January 2019

Signed on behalf of GMB Trade Union 

Signed on behalf of Hermes Parcelnet Limited 

# ANNEX E TO PROCEDURE AGREEMENT 1

## Health and Safety & Welfare at Work

### General Principles

1. This Agreement sets out the procedure for dealing with matters related to the health and safety of Self Employed Plus Couriers when they are providing services to Hermes.

### Scope

2. Self Employed Plus Couriers within the scope of Procedure Agreement 1 (General Collective Agreement) shall be within the scope of this Annex E.

### Principles

3. Hermes and GMB recognise the paramount importance of health and safety. Improvements in health and safety performance can only be achieved if there is full commitment from all interested parties. Self Employed Plus Couriers who are GMB representatives and Hermes Divisional Managers have vital roles to play in developing this commitment at all levels.
4. Self Employed Plus Couriers shall be positively encouraged to bring to the attention of Field Managers and GMB representatives any problems or concerns relating to health and safety; they should do this as soon as they become aware of a problem. To achieve maximum involvement in safety, especially at local level, Hermes will instruct Field Managers will discuss safety matters with all individuals providing parcel delivery and collection services to Hermes.
5. Health and safety matters must be resolved at the lowest level. Every effort will be taken to ensure that matters raised at the local level are dealt with there. Only those matters that cannot be settled at local level should be referred higher to National level. The National level will be the JNCF.

### Purpose

6. The purpose of this Annex E is:
  - To ensure that there are sound arrangements in place to discuss and resolve such matters that concern the health and safety of Self Employed Plus Couriers when they are providing services to Hermes.
  - To encourage the GMB representatives and Self Employed Plus Couriers in the continuing improvement of health and safety.

### Representatives

7. GMB representatives will liaise with the Hermes Divisional Manager(s) that is responsible for the area in which there is a Health and Safety matter to be discussed.

### Inspections

8. In the event of a GMB representative identifying a safety problem in an area other than that for which he/she is appointed, he/she will raise the matter with the GMB representative who is responsible for the area and will also raise the matter with the Hermes Divisional Manager they have most contact with. That Divisional Manager will then take the matter forward with his colleague who is the Divisional Manager who is responsible for that area.



9. Where Self Employed Plus Couriers engaged in providing services are involved in an accident, or dangerous occurrence, GMB representatives for the couriers concerned may carry out inspections with their counterpart Divisional Manager(s).

#### **Information**

10. GMB representatives will be provided with information on possible health hazards, or recommended safety measures for Self Employed Plus Courier when performing services.

#### **Time Off facilities**

11. Representatives will be given time off from courier services with average earnings in accordance Annex D of Procedure Agreement 1 and to discharge their functions and to attend such courses on health and safety at work, related to their functions.

#### **Meetings**

12. Meetings between Divisional managers and representatives will take place each month pursuant to Annex C of Procedure Agreement 1.
13. Emergency meetings shall be held upon request to discuss matters considered by the representative(s) concerned to constitute a serious hazard to health and safety at work.
14. Hermes will provide notes and actions from all meetings with representatives. Copies of such minutes will be forwarded to the GMB representatives concerned within the prescribed timescales, and method, as set out in Annex C of Procedure Agreement 1.

#### **Reports**

15. Representatives shall report matters upon which corrective action is required.
16. In the event of an urgent safety problem not being resolved locally, the National Officer of the Trade Union may bring it to the attention of the Director of Delivery Experience and the Director of Legal of Hermes. This means of progressing issues, will be highly exceptional, rather than the norm.

#### **Differences**


17. If a matter is not resolved at local level it may be referred to the JNCF if considered urgent. The matter may be referred by either of the parties concerned.

#### **National Meetings**

18. The JNCF meetings, shall be essentially proactive and shall comprise the following:
  - Discussing and developing safety strategies and standards with the objective of promoting safety through co-operation between Field Managers and Self Employed Plus Couriers.
  - Monitoring the implementation of safety strategies and policies.
  - Considering problems which have been referred to the JNCF which cannot be resolved, at the local level which identified the problem.

This Agreement shall take effect on 25 January 2019

On behalf of the GMB 

On behalf of Hermes Parcelnet Limited 

# ANNEX F TO PROCEDURE AGREEMENT 1

## Access and rights to organise

1. Hermes agrees that for the partnership agreement to be successful, and for couriers to have a meaningful voice through the partnership agreement, that Hermes will present each Self Employed Plus Courier with GMB promotional material at the time at which the individual accepts Hermes' offer to become a Self Employed Plus Courier and Hermes will use reasonable endeavours to ensure that its appropriate employees (likely to be Field Managers):
  - 1.1 explain (in terms agreed between the parties) the benefits of membership of GMB at the time promotional material is handed to the SE+ Couriers; and
  - 1.2 provide to the SE+ Courier the name and contact details of the representative of GMB that has responsibility for the area of the country that the SE+ Courier provides services to Hermes in.
2. Hermes will be supplied with relevant membership joining forms and GMB regional promotional material which shall explain the benefits of joining GMB.
3. Hermes will make known to GMB where couriers (only with the relevant courier's consent) and sub depots are, so that GMB organisers and representatives can approach couriers to become members of GMB. The GMB will obtain the consent of the sub-depot controller to enter his/her premises for this purpose and will not in any way disturb operations at any sub depot.
4. GMB will also hold recruitment days eight times a year. These will be notified to Hermes yearly, so that Regional Managers and GMB Regional Organisers can agree times and locations to meet with existing couriers and potential new members without any disruption to Hermes' operations and the operations of Lifestyle Couriers or Self Employed Plus Couriers. For the avoidance of doubt Hermes will not be expected to pay for the time of any of the GMB Representatives or the Lifestyle Couriers or Self Employed Plus Couriers who attend these events.
5. Hermes will so far as it is reasonably within its power protect SE+ Couriers from all forms of discrimination and from detriment for being members of GMB.
6. Hermes will protect SE+ Couriers from adverse treatment in the event that they inform Hermes or GMB of matters regarding the treatment of SE+ Couriers or Hermes' operations more generally.

This Agreement shall take effect on 15 January 2019

On behalf of the GMB Trade Union



On behalf of Hermes Parcelnet Limited




# ANNEX G TO PROCEDURE AGREEMENT 1

## Right of representation for Lifestyle Couriers

1. Individuals who provide delivery and collection services to Hermes on a self-employed contractor basis as Lifestyle Couriers are allowed rights to representation by a GMB representative up to Regional Delivery Manager Level. This will be the only and final stage of such representation.
2. All representational rights of Lifestyle Couriers will be met by the GMB representative making representations to the relevant Regional Delivery Manager Level. No issue at this level will be escalated to the JNCF.

This Agreement shall take effect on 25 January 2019

On behalf of the GMB



On behalf of Hermes Parcelnet Limited

