

PARTNERSHIP AGREEMENT BETWEEN AXA INSURANCE AND UNIONS TOGETHER (United Kingdom)

1. INTRODUCTION

This Partnership Agreement between AXA Insurance (AXAI) and Unions Together (the Unions) will help maintain our strong consultative relationship and generate a working environment in which individual contribution is appropriately developed and recognised so as to create a successful business, offering long term employability.

Both parties recognise that effective employee representation adds value to the business. This Agreement builds on our current working arrangements, and develops them, ensuring that they are still relevant and flexible enough to add value to the ongoing relationship. AXAI and the Unions are committed to a healthy working relationship through full and constructive dialogue, consistent with the dynamics of a progressive company operating in a rapidly changing and very challenging business environment.

2. DEFINITION

Unions Together creates a Partnership between Amicus and UNIFI and the consultative arrangements that existed prior to its formation. Unions Together will be a self-managed group providing a single voice for dialogue with the Company.

To become a member of Unions Together employees may choose to join either UNIFI or Amicus, the trade union partners to this agreement. Where an employee chooses not to become a member their terms and conditions will still be negotiated as set out in clause 4 below.

There will be 55 Unions Together representatives (As shown in Appendix 1), who will be members of either UNIFI or Amicus, who will represent all professional communities across AXAI and all Company locations. The number of union representatives will be reviewed in January of each year. Full-time trade union officials from Amicus and UNIFI will be available to provide mentoring and guidance to the representatives and support and advice to the Company. Full details of representation arrangements are set out in Appendix 2. The parties agree to review these regularly and if necessary amend them to ensure their effectiveness.

There will be up to 5 management representatives including the Head of Employee Relations. Other management representatives will be members of the Leadership Team who will be seconded to support consultation in those areas where they have specialist knowledge or responsibility.

3. GENERAL PRINCIPLES

- (i) AXAI and the Unions, on behalf of their members, recognise and respect each others' separate and shared aims in the context of building a successful business. AXAI recognises Unions Together as the negotiating body for all its employees other than its Management Grades where separate arrangements apply.
- (ii) The Unions recognise the right of AXAI management to plan and manage the business and communicate to and receive feedback from all employees whether union members or not. AXAI and the Unions seek to establish and maintain for all employees terms and conditions of service, which provide competitive advantage. Terms and conditions will align with the principles of all aspects of current employment legislation and as such will be fair and in particular will support equality of treatment, irrespective of sex, marital status, disability, age, religious or political beliefs, race, colour, nationality, ethnic or national origins or sexual orientation.
- (iii) AXAI and the Unions, will seek always to work together in a spirit of partnership and co-operation and as such commit themselves to striving to avoid confrontation and conflict, which could damage the best interests of the business or interests of the employees. This will be achieved by communicating, consulting, sharing information, listening and recognising the joint interests all parties have in making AXAI a successful Company.
- (iv) Both parties also recognise the importance of an ongoing dialogue, which relates to the speed of change required in the Company. It is agreed therefore, to establish a Joint Consultative Committee (JCC), which will meet six weekly or at such other intervals as may be dictated by the developments within the Business. AXAI Head of Employee Relations, or nominated deputy, will chair the meeting. This will be a forum for structured exchanges to discuss important business issues facing AXAI and the forum for all negotiations on terms and conditions of employment other than those matters which can be negotiated and agreed at a local level by local representatives and managers.
- (v) The JCC will have wide representation across parts of the organisation represented by the Unions, with the exception of Employee Relations and other management representatives, its composition will be entirely of Unions Together members. The agenda for meetings of the JCC will include management updates on corporate developments.
- (vi) Both parties recognise that issues will occur that are too urgent to wait until the next JCC. In this case the nominated point of contact for the Company will be Head of Employee Relations or their nominated deputy e.g. in periods of absence and on behalf of the Unions, one of the Seconded Representatives will take responsibility for keeping other members of the JCC advised as appropriate.

- (vii) Both parties recognise that open sharing of relevant information, particularly on movements in the pay markets in which AXAI operates, will be fundamental to the creation of trust and confidence required to underpin this Agreement.
- (viii) The good sense of joint communication is accepted by both AXAI and the Unions and will be used whenever relevant.
- (ix) The establishment of these principles is a statement that both AXAI and the Unions wish to avoid an adversarial or conflict-ridden relationship and both recognise the importance of keeping this in mind, also, in any separate communications they issue.

4. SCOPE

AXAI recognises the right of the Unions to negotiate on issues, which have impact on terms and conditions of employment for its members. This will include the following:-

- (i) Benefits and Pay
- (ii) Equal Opportunities
- (iii) Introduction of new technology
- (iv) Changes in working practices
- (v) Grievance and Disciplinary matters to ensure compliance with employment legislation.
- (vi) Health and Safety Issues
- (vii) Working Hours
- (viii) Extent of Training and Development
- (ix) Any Human Resources practices or guidelines which are to be introduced or amended.

5. REPRESENTATION

- (i) The full-time Union Officials will be responsible for the nomination and election of the Unions representatives, which the Company commits to support. Representatives will be elected for a period of two years.
- (ii) The Unions representatives will conform to their conditions of employment, the requirements of this Agreement and regulations of AXAI. Reasonable time off to carry out their functions within the terms of this Agreement shall be provided. (Refer to Appendix 2).
- (iv) Actions taken by any union elected representative in good faith and in pursuance of his or her duties shall not adversely affect his or her employment with AXAI.

6. LOCAL CONSULTATION

In the spirit of partnership a significant amount of consultation should take place at a local level between on site management and Union representatives. Examples of the types of issues that may be dealt with at a local level have been provided to management and may include:

- (i) proposed changes to working patterns restricted to one department (unless these would amount to changes in terms and conditions of employment;
- (ii) proposed changes to the structure of a department where these would not result in any job losses;
- (iii) proposed re-evaluation of roles within one department; and
- (iv) issues affecting the working conditions only of local staff

7. FACILITIES

The Company undertakes to pay the salary and expenses of the Union representatives in the normal way with regard to union activities connected with the Company. The Company also undertakes to provide reasonable facilities for representatives including email and intranet access, use of the telephone and access to photocopying. Internet access will be made available for Union Learning Representatives.

8. OPERATION OF THE AGREEMENT

The Unions agree to: -

- (i) Ensure elected representatives come from all areas of the business, and that every member is given an equal opportunity to participate.
- (ii) Pass on non-sensitive information (and keep sensitive information confidential) to their membership in order that their members can fully appreciate the business environment in which decisions have been reached. This will lead to an increased awareness among members of AXAI's challenges and opportunities.
- (iii) Help the business achieve its targets where possible whilst at the same time recognising that the needs of the business and employees will not always accord fully.
- (iv) Help the business adapt to changing circumstances and to become more competitive.
- (v) Recognise the right of AXAI management to plan and manage the business and communicate with all its employees.

AXAI agrees to:

- (i) Recognise the importance of the Unions' recruitment efforts.
- (ii) Provide equal partner status to the Unions' representatives on any body where they have representation rights.
- (iii) Consult with the Unions, at the earliest practicable opportunity, concerning any planned change, which affects employees.
- (iv) Listen to representations made by the Unions and where appropriate be willing to adapt decisions, plans and their communication.

The Agreement can be terminated by either AXAI or the Unions giving six months' notice to the other party in writing.

Signed on behalf of AXAI

Signed on behalf of Unions Together

Date.....

APPENDIX 1

PARTNERSHIP AGREEMENT

REVISED UNION FACILITIES

| Location | Number of Staff (22.09.03) | Number of Reps |
|-----------------|-----------------------------------|-----------------------|
| Birmingham | 270 | 3 |
| Bolton | 381 | 4 |
| Bristol | 30 | 1 |
| Cardiff | 65 | 1 |
| Carlisle | 11 | 1 |
| Darlington | 291 | 3 |
| Glasgow | 247 | 3 |
| Haverhill | 246 | 3 |
| Ipswich | 1029 | 8 |
| Leeds | 115 | 2 |
| Leicester | 37 | 1 |
| London | 346 | 4 |
| Lytham | 426 | 5 |
| Maidstone | 20 | 1 |
| Manchester | 95 | 1 |
| Morecambe | 429 | 5 |
| Newcastle | 29 | 1 |
| Reading | 53 | 1 |
| Redhill | 47 | 1 |
| Sheffield | 14 | 1 |
| Southampton | 34 | 1 |
| LIW/WFH | 314 | 4 |
| TOTALS | 4529 | 55 |

APPENDIX 2

PARTNERSHIP AGREEMENT – UNION FACILITIES

1. Union Representatives

As a result of negotiations with 'Unions Together' (Amicus & UNIFI), facilities for Union Representation will now be allocated on the following basis:

| Number of Staff | Number of Union Representatives (per identified business unit or location) |
|--|---|
| 1 – 100 | 1 |
| every extra 100 or part thereof up to a maximum of eight | 1 |

Union Representatives will be assisted by Support Representatives in the business unit or location.

2. Time Off for Union Duties

In each business unit or location of 201 staff or greater there will be a Union Representative who will be the main point of contact (Main Union Representative) and will be allocated up to 25% of the working week for Union duties.

All Representatives who are members of the National Company Committee will be allocated up to 15% of the working week for Union duties. If a member of the National Company Committee is also a Main Union Representative, this 15% is deemed to be included within the overall figure of 25%.

Other Union Representatives (Local Union Representatives) will receive up to 10% of the working week for Union duties.

Union Learning Representatives (ULR) will receive up to 10% of the working week for ULR duties. If a ULR is also a Local or Main Union Representative, or a member of the National Company Committee, this 10% is deemed to be included within their previous allocation.

The Company should expect each Representative, with the exception of ULRs, to spend some of their working week on union facing activities (such as recruitment). This time is deemed to be included within an individual representative's overall quota.

Support Representatives will have reasonable time off requirements but limited to issuing and receiving Union communications, providing feedback and health and safety matters.

All Representatives will be eligible for up to 3 half day training/briefing sessions per year. As a general rule this time will be included within the quotas referred to but in the

case of Support Representatives this is likely to be in addition to their “reasonable time off requirement”.

Union Representatives (including ULRs) must undergo an initial 5 day training course recognised by the TUC. This will be seen as a one off initial investment in the union partnership and as such will be in addition to the “reasonable time off requirement” applicable for their level of representative. If any additional training is required for the future development of an individual union representative, which would take their time off beyond the level allowed, this should be discussed on an individual basis.

Commitments connected to mergers or major business re-organisation may be in addition to the above quotas and will be mutually agreed at the time.

If, as a result of location, time spent travelling on Company business means that an individual Representative is likely to exceed their normal quota, this may be agreed with the individual’s business manager. If this cannot be agreed, the matter should be referred to the Head of Employee Relations.

2.1 What constitutes Union Duties?

The list below sets out those activities that will be classed as Union Duties and will fall within the time off requirements referred to above. This list is not intended as an exclusive or exhaustive list but should be used as a general guide to business as usual activities.

Local and Main Union Representatives

- Disciplinary and Grievance cases for individual members
- Queries from individual members
- Health and Safety issues
- Attending JCC
- Pay review meetings
- Project meetings
- Recruitment (of Union members)
- Distributing union communications and providing feedback
- Attendance at Unions’ annual conference
- Union representative meetings
- NCC
- Union training courses
- Attendance at Company workshops (if invited in capacity of union representative not member of staff)
- Meeting with management (if attended in capacity of union representative not member of staff)

Union Learning Representatives

- Analysing learning or training needs
- Providing information and advice about learning or training matters
- Arranging learning or training (not just work related or work based training)
- Promoting the value of learning or training
- Consulting the employer about carrying on any such activities
- Preparation to carry out any of the above activities

Attendance at the European Works Council (EWC) does not count towards a union representative's allocation of time off for union duties. Any time off taken to attend meetings of the EWC must however be agreed in advance with local management.

2.2 Can roles within the Union be held consecutively?

It is necessary for some roles within the Union structure to be held consecutively in order to maximise effective consultation:

- The Chair and Vice-Chair of the NCC will be the principal attendees of the JCC
- Wherever possible involvement, by Union representatives, in specific projects and meetings will be decided by reference to their specific skills and expertise

3. Seconded Union Representatives

The Union Representatives will be assisted by 2 full time Seconded Union Representatives.

4. The Role of the Representative

The role of the Representative includes the following:

- Conduct themselves within the spirit of this Partnership Agreement.
- Recruit new members.
- Represent members in disciplinary/grievance procedures where requested.
- Develop an understanding of business goals and strategy.
- Promote service excellence.
- Enable the decision making process.
- Receive, collate and act on the views of members.
- Review new and existing policy and practice.
- Consult and negotiate on terms and conditions.
- Review health and safety practice.
- Consult on any company restructuring.
- Encourage trust and effective communication between managers and their teams.

If there is an issue with the performance, capability or conduct of an individual, which may affect that person's suitability to be a Union Representative, this will be discussed between the professional officers of Unions Together and Employee Relations who will work together to find a solution.

5. Union Representatives' Charter

A Union Representatives' Charter (see Appendix 3) has been developed jointly by Unions Together and Management. When a member of staff agrees to become a Union Representative, this Charter will be discussed and signed up to by both the member of staff and their manager.

6. The Company's Commitment

The Company will ensure the necessary equipment and communication links are arranged to facilitate effective integration with Company offices. It will also provide appropriate facilities to allow Union Representatives to perform their duties.

The Company will meet the costs of travel and accommodation for Union Representatives conducting Company business.

The Company will ensure that no Union Representative receives unfavourable treatment by any Management structure for diligently carrying out official Union business. In addition, the amount of work allocated to the Union Representative will take into consideration their Union commitments and their Union work will be borne in mind when assessing performance. The Company recognises the valuable role that Union Representatives play and that being a Union Representative is part of the day job.

The Company recognises the right of all members of staff to belong to a Trade Union and recognises the benefits of union representation.

7. The Unions' Commitment

Unions Together will adequately train their Representatives, to ensure that they have the style, experience and conduct themselves in the necessary manner, to enable the way of working prescribed in the Partnership Agreement. They will seek to maximise employee influence.

Unions Together will meet all the Union Representatives non-business costs.

Unions Together will provide full-time officers to support and guide the Union Representatives.

Unions Together will conduct all business in a partnership manner, this will mean working together in a flexible way and consulting up, down and across the organisation. We will drive for the success of the company by understanding the goals of the business, being committed to its success and managing change together.

8. The Partnership Commitment

The Company and Unions Together will work in an atmosphere of mutual trust and understanding, respecting each others independence whilst recognising differences and respecting alternative views. They will work together in a positive manner always seeking to maximise the ability to generate solutions and overcoming negativity and cynicism.

APPENDIX 3

PARTNERSHIP AGREEMENT

UNION REPRESENTATIVES' CHARTER

AXAI and Unions Together have entered into a Partnership Agreement, which expresses their joint commitment to working in an environment where it is recognised that effective employee representation adds value to the business.

In order to meet this commitment, Management and local union representatives need to work together within the terms of the Partnership Agreement.

A Union Representatives Charter (the Charter) has been designed to assist both managers and union representatives by ensuring that the relationship is on an agreed footing from the outset.

The Charter should be read and signed by both the Union Representative and their direct manager (if direct manager is a team leader by their manager also) and a copy provided to Employee Relations. An example of the Charter is attached to this Agreement.

Union Representatives' Charter

Name of Union Representative: _____

Name of Manager: _____

Name of Senior Manager (if appropriate): _____

Department: _____

Location: _____

Role

_____ has been appointed as a Main/Local/Support/
Learning Representative* at the _____ office. They have also been
appointed as Chair/Vice-Chair/a member of the National Company Committee (NCC)*.

Duration

_____ has been appointed as a Union Representative for a
period of two years effective from _____.

Time Off

Their total allocation of time off for union duties is up to 10 /15 /25 %*. As _____
has been appointed as a Support Representative, they have not been provided with a specific
time allocation but reasonable time off requirements but limited to issuing and receiving Union
communications, providing feedback and health and safety matters will be allowed.

The Manager and the Union Representative should meet towards the end of one month to
discuss the Union Representative's time off requirements for the following month. This will
enable potential conflicts of resource to be highlighted at an early stage. There may be
occasions when time off for union duties is required at short notice e.g. individual disciplinary

* delete as appropriate

cases and this should be granted unless exceptional operational reasons mean this is not possible. In all cases, the Union Representative should discuss their time off requirements with their manager.

Union Duties

The following activities are classed as union duties. This is not an exclusive or exhaustive list but should be used as a general guide to business as usual activities.

Local and Main Union Representatives

- Disciplinary and Grievance cases for individual members
- Queries from individual members
- Health and Safety issues
- Attending JCC
- Pay review meetings
- Project meetings
- Recruitment (of union members)
- Distributing union communications and providing feedback
- Attendance at Unions' annual conference
- Union representative meetings
- NCC
- Union training courses
- Attendance at Company workshops (if invited in capacity of union representative not member of staff)
- Meeting with management (if attended in capacity of union representative not member of staff)

Union Learning Representatives

- Analysing learning or training needs
- Providing information and advice about learning or training matters
- Arranging learning or training (not just work related or work based training)
- Promoting the value of learning or training
- Consulting the employer about carrying on any such activities
- Preparation to carry out any of the above activities

Facilities

Reasonable facilities will be provided for the Union Representatives including e-mail and intranet access, use of the telephone and access to photocopying. Internet access will be provided for ULRs.

Performance Management

The Manager agrees that when allocating work to the Union Representative, they will take into account the fact that they are entitled to up to 10 /15/ 25 %* of their time for union duties.

* delete as appropriate

When reviewing the Union Representative's performance, consideration will be given to the work they have undertaken in their union role. Feedback may be sought from the seconded representatives and/or Employee Relations.

Confidentiality

As part of their role Union Representatives are likely to become privy to confidential information. The Union Representative agrees to maintain the confidentiality of any information provided to them but if necessary, Union Representatives may discuss confidential information with the members of the JCC.

Signed _____
Union Representative

Print Name _____

Signed _____
Manager

Print Name _____

Signed _____
Senior Manager (if appropriate)

Print Name _____

Date _____

* delete as appropriate