

**Date: July 2014**

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**Aer Lingus Internal Dispute Resolution Charter (“the Charter”)**

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**1. Preamble and Definitions**

- a) The purpose of this Charter is to record the establishment of an Internal Dispute Resolution Board (IDRB) between Aer Lingus and the signatory General Trade Unions to this Charter (the Parties). The terms of this Charter will define the structure and regulate the operation of the IDRB.
- b) The IDRB is an industrial relations forum for the resolution of significant workplace issues relating to the business and operations of Aer Lingus.
- c) The existing negotiation procedures and practices / steps and stages (including meaningful negotiations) will continue to operate. It is recognised and accepted that the issues will have been the subject of negotiations between the Parties before any referral to the IDRB. Cases will only be referred to the IDRB when the Parties have reached an impasse in their negotiations.
- (d) All existing collective agreements are amended and once direct negotiations are exhausted, as set out in 7A below, all issues or disputes will be referred to the IDRB and only after that process may be referred to any Third Party forum.
- (e) The goal of the Parties in establishing the IDRB is to improve joint problem solving and resolution of disputes, thereby providing a more stable industrial relations environment which will be for the benefit of both the Aer Lingus employee population and its customer base.
- (f) The Parties will endeavour to fully engage with and participate in the dispute resolution process detailed in this Charter. In doing so, they will act in a manner which reflects the spirit and intent of this Charter and the Parties will at all times be cogniscent of the importance of developing and sustaining respectful and co-operative relationships.
- (g) While it is important that the parameters within which the IDRB will operate are clearly defined, the Parties recognise that in any particular case, should the circumstances warrant it, the IDRB shall be empowered to be flexible in its approach to securing a resolution. (We need to further discuss this)

**2. Purpose**

- a) The purpose of the IDRB is to assist the Parties in securing a resolution to internal disputes of a collective nature where previous efforts by the Parties have not been able to secure same.
- b) The IDRB will endeavour to arrive at a resolution through the formal examination of the issues and the issuing of Recommendations.

### 3. Scope

- a) The remit of the IDRB will only extend to issues concerning Republic of Ireland based staff.
- b) The IDRB will be utilised for all categories of issues which might be under dispute including but not limited to:
  - Existing Collective Agreements and Arrangements (including established custom and practice)
  - Implementation of change within the business
  - Terms, conditions and/or interests of groups of employees.
  - Health and Safety

Note. This is not an exhaustive list and is indicative only. It will be for IDRB to assess whether an issue brought before it is within its remit.

- (c) Issues specific to an individual (without a collective dimension), which are not resolved through the normal existing process for such matters, may be referred to an Individual Case Ombudsman (ICO). The terms of reference for this ICO are detailed in Appendix I below.
- (d) Notwithstanding the creation of the IDRB, the parties commit to seek a resolution of issues through direct negotiation (at local level/central level, as appropriate) in advance of the matter in question being referred to the IDRB. In that regard, the IDRB is to be regarded as an internal forum of last resort.

### 4. Appointment and Composition of the IDRB

- a) The IDRB will consist of a panel of an independent Chairperson, a principal Trade Union Nominee and a principal Company Nominee (collectively referred to as the “IDRB Tribunal”).
- b) Additionally there will be a supplementary panel of two Union Nominees and two Company Nominees (collectively referred to as the “Supplementary IDRB Panel” each a “Nominee”). The Tribunal may be supplemented by one such Union nominee and one such Company Nominee for particular issues.
- c) A supplemented Tribunal may be requested by either party and is then subject only to the consent of the Chairperson.
- d) The Parties will endeavour to appoint individuals who will have the appropriate skills and experience to operate effectively as a member of the IDRB. The representatives must, at all times, act in accordance with the mandate given to them by the Parties as set out in this Charter.
- e) The appointment of the Chairperson shall be as follows:
  - i. By agreement between the Parties to this Charter, on the basis of names submitted by both sides.

- ii. Failing agreement under (I) above, by agreement of the Parties concerned on a selection from a list of names submitted by the Head of Conciliation in the LRC at the request of either parties to this Charter.
  - iii. Failing agreement under (ii) above, then by nomination through the Head of Conciliation in the LRC.
- f) The appointment of the Nominees will be as follows:
  - (i) The Company Nominees shall be appointed by the Company but shall not be a serving member of management.
  - (ii) The Trade Union Nominees shall be appointed by the Trade Union Signatories but shall not be current elected representatives or officials currently associated with Aer Lingus. (Why different rules for different parties? Needs to balance between the two)
- g) The members of the IDRB will serve for an initial period of 12 months which may be extended by the consent of both Parties.
- h) Where a member of the IDRB resigns or cannot complete his/her term of office, the relevant party will agree on a replacement for the remainder of the term. In such circumstances the procedure set out in (f) or (g) above will apply.

#### **5. Adherence to the IDRB Process**

- a) This Charter contains the procedures to be followed by the IDRB, and the Chairperson is empowered to ensure adherence to them.
- b) Matters of procedure not covered by this Charter shall be proposed by the Chairperson for agreement as they arise.
- c) In any case before the IDRB, the Chairperson may instruct either party to the dispute to comply with the procedural terms contained in this Charter.
- d) In the event of any issue or issues arising from the operation of the IDRB, the Chairperson may call for a meeting of representatives of all signatories to this Charter to seek guidance and agreement for any necessary amendment(s) to this Charter.
- e) An oversight group, including the Chairperson and the principals is established to deal with process problems that may arise for an interim period of 1 year.

#### **6. IDRB Operation**

- a) Each referral to the IDRB will be heard by the IDRB Tribunal (“the Tribunal”) which may be supplemented as set out in Section 4 above.
- b) All members of the Tribunal (including, if relevant, any supplementary nominees) must attend the hearing of the matter to which they are assigned and

must give all due consideration to all submissions made whether oral or in writing. They will endeavour to issue their Recommendation as expeditiously as possible but in all cases in writing no later than 7 days.

## 7. Referral of cases to IDRB

- a) The existing negotiation procedures and practices / steps and stages (including meaningful negotiations) will continue to operate. It is recognised and accepted that the issues will have been the subject of negotiations between the Parties before any referral to the IDRB. Cases will only be referred to the IDRB when either of the parties declares they have reached an impasse in their negotiations.
- b) The IDRB shall deal with any matter which is within its scope.
- c) A referral can be made by either of the Parties to this Charter.
- d) A referral must be submitted to the IDRB in writing by a letter to the Chairperson.
- e) The Request for Resolution must be addressed to the Chairperson and the relevant counterparty to the dispute.

~~f)~~ In addition to the Request for Resolution, the Parties must submit, at least 7 working days before the hearing of a matter, a formal written submission setting out their case, with agreement from the chairperson in exceptional circumstances.

~~g)~~ Once satisfied that the matter is rightly before it, the Chairperson will proceed to make arrangements for the matter to be brought before the Tribunal.

~~h)~~ The Chairperson will communicate the time and date of the Hearing to both Parties to the dispute. The Tribunal will endeavour to hold the Hearing into a matter within 14 working days of the matter having been referred to it.

~~i)~~ Cases accepted by the IDRB shall be dealt with in the order in which they were submitted. However, the Chairperson has the discretion to vary the order in which cases are dealt with. This discretion should only be exercised in urgent circumstances, in consultation with the oversight group.

~~j)~~ The IDRB will not normally deal with issues which have already been with a Third Party. The IDRB will however deal with all new on-going issues including any existing issues and/or disputes which require implementation and/or further consideration.

## 8. IDRB Hearings

- a) The Parties will agree a suitable venue(s) in which IDRB hearings will take place.
- b) The Hearing cannot proceed until all members of the Tribunal (and if relevant, supplementary nominees) are present.
- c) Each of the Parties to the dispute should have no more than five representatives from each party present at the Hearing and there should be at least a minimum of three representatives from each party. (to be discussed further)

- d) At the Hearing, both sides to the dispute will be given the opportunity to make oral submissions and submit further written documentation. Note however that it is expected that all substantive information will already have been furnished to the IDRB at the time of the initial referral to it. Any Party submitting information to the IDRB must also furnish that information to the counterparty to the dispute. Any correspondence from either Party to the Tribunal will automatically be copied to the other Party.
- e) The Tribunal may request further information to supplement what is contained in the submissions of the Parties.
- f) During the Hearing, the Tribunal may hold bi-lateral meetings with the Parties as it sees fit.
- g) Should the Tribunal believe that access to a particular expertise would be beneficial; the Tribunal is at liberty to make such a request of the Parties. The Parties should not object to such access unless there are substantive grounds for such an objection and the estimate of costs has been ascertained and agreed...
- h) Any issues referred to the IDRB shall be subject of only one Hearing which will take place over one day. The Chairperson may at his/her discretion arrange for the Hearing to be conducted over more than one day.

#### **9. Outcome**

- a) When the Hearing has concluded, the Tribunal will consider the totality of the information put before it and issue its Recommendation in writing no later than 7 working days unless extended by mutual agreement between the parties.
- b) There may be circumstances where both parties can agree in advance that a particular issue referred to the IDRB will lead to a Recommendation of the IDRB being binding on the Parties. In all other cases, the Parties will endeavour, in the interests of supporting the intent of the IDRB process, to agree to accept the Recommendation.
- c) The Parties will endeavour to indicate their agreement to accept the Recommendation as soon as possible, but no later than 7 working days.
- d) In the event of a party rejecting an IDRB Recommendation, the party will adhere to the normal third party and escalation process. (for further discussion)

#### **10. Conduct**

- a) All of the parties to a dispute will afford the IDRB and each other the respect that would be associated with Labour Court Hearings.
- b) The Parties agree to conduct all industrial relations discussions in an atmosphere conducive to reaching agreement and where neither side seeks to pre-empt the outcome by exerting pressure on the other or on any IDRB member.
- c) While matters are being dealt with under the terms of this Charter the status quo ante will apply. As such, no unilateral changes will be made or any form of industrial action initiated while an issue is being dealt with under this process.

#### **11. Review**

- a) The IRDB shall furnish an annual report on its operations to the Parties to this Charter. The responsibility for furnishing such reports rests with the Chairperson.
- b) The Annual Report shall include information on the number of cases referred to the IDRB, the number heard, the number of days spent on each case, the number of IDRB meetings and any other relevant information, as sought by the parties, this could be presented to the oversight group.
- c) The Annual Report may also contain any suggestions for improving the IDRB process.
- d) In the first year of operation, the IDRB will issue an interim report after the first 6 months have elapsed.
- e) This Charter may be reviewed from time to time by the Parties. Any alterations or amendments shall be agreed by both Parties.

## 12. General

- (a) The Company will ensure that the appropriate resources are made available to progress matters as expeditiously as possible.
- (b) Administration
  - a. Aer Lingus shall fix and pay the fees and expenses of the Chairperson and other members and shall bear the his/her secretarial and office expenses.

Signed on behalf of Aer Lingus: ETC

[Signed on behalf of the Trade Unions:]

## Appendix I

### Individual Case Ombudsman (ICO)

#### 1. Purpose

- This could replace the final stage of the in house appeal mechanism.

The purpose of the ICO is to reduce the number of cases which are referred to third parties for determination/resolution.

#### 2. Scope

- a. It is intended that the ICO will deal with individual cases that meet the following criteria:
  - i. They relate to an issue which is individual rather than collective in nature.
  - ii. The normal internal Grievance Process or appeal mechanism has been exhausted or unduly delayed by either party.

The following categories are excluded from the remit of the ICO

- i. Issue(s) falling within the Aer Lingus Respect and Dignity in the Workplace policy.
- ii. Issue(s) falling within the Aer Lingus Conduct and Disciplinary policy; replace the current final stage appeal process.

The ICO can determine that an issue needs to be determined, in the first instance, by way of adjudication by an appropriate third party forum.

#### 3. Appointment

The Parties to this Charter will each nominate one ICO to be agreed by the Parties. The appointment process will mirror that used for the appointment of the IDR Panel.

#### 4. Process

- a. The individual concerned will themselves (or through a Union Representative) notify the ICO in writing of their intention to refer an issue for resolution. The individual's line manager and the Staff Relations Department will be copied on the referral.
- b. The ICO will satisfy himself/herself that
  - The issue falls under the scope of the ICO process
  - That all applicable steps of the internal grievance process have been exhausted.
- c. Once satisfied that the matter is within scope the ICO will inform the parties that the matter will proceed to a hearing and request them to submit written

submissions to him/her at least four working days before the hearing within 7 days of the matter.

**d.** The ICO shall investigate any matter referred to him/her and mediate between the parties with a view to resolving the dispute amicably. If not neither possible nor wanted by one of the parties he/she will issue a written Adjudication finding. A short written summary will be exchanged in advance of the consideration of issues. Where such resolution is not possible, the ICO may make such recommendation as s/he considers appropriate within [•] days.

~~e.~~ A related bank or database of such adjudications will be made available anonymously to the parties. (This could be sent to the oversight group.

~~f.~~ Once submitted it will be heard within 14 days.

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**£g. Appendix II**

**Union Facilities Policy – Staff Releases**

The Parties agree that the resolution of issues internally is preferable to the referral of those issues to third parties for determination. This involves real negotiation and engagement at a local level or centrally within the Company. To ensure that such negotiations are consistently resourced the release arrangements set out below will apply.

**Scope & Purpose**

1. The aim of this Policy is to ensure a fair and consistent approach to assisting staff conduct their responsibilities associated with being a staff representative.
2. Eligible staff\* will be entitled to seek release from duty to attend meetings of their Trade Union in order to discuss matters relevant to a dispute before the IDR. B.
3. When considering release requests the parties will have regard to the needs of the business and will ensure that the operation is not compromised.

**Process**

1. Aer Lingus will provide reasonable facilities to staff representatives\*\* to enable them to carry out their functions promptly and efficiently.
2. All requests Union Representative releases from duty to attend Trade Union meetings must be requested in writing by a Trade Union official to the Aer Lingus Staff Relations Department/Team. Such requests to be submitted as soon as possible.
3. Each request must be accompanied with detail of the meeting agenda and the estimated duration away from duty for which the release is sought.
4. Staff Relations will liaise with the relevant line department and respond in reasonable time, writing to advise of the decision in respect of the release request.

**Pay & Conditions**

1. Employee representatives will receive their normal days' pay.
2. Attendance at these meetings will generate any overtime premium or subsistence payments, including the average credits for cabin crew, for any representatives.
3. When the meetings have concluded, representatives are expected to return to their workplace and complete their duty. (to be discussed further)

**General**

1. Any employee representative rostered a free day or on annual leave must receive prior permission to attend union meetings or they will not have the time returned.
2. Any abuse of the terms of these facilities by a representative will result in the immediate suspension of their individual facilities.

\*Elected staff representatives, names of which have been notified and acknowledged by Aer Lingus

\*\* The quantity of elected representatives is a matter for unions themselves; however, the amount of facilities granted is determined by the employer. In general for specific local issues between two and four representatives will be acceptable. For issues of more general relevance, a group of up to 6 representatives will be acceptable. Where multiple groups are involved in the same issue the norm, (hardly considered normal), will be up to two representatives per group. (To be discussed further)