

Mr Frank Timmins  
Head of Employee Relations  
Tesco Ireland  
Gresham House  
Marine Road  
Dun Laoghaire  
Co Dublin

JH/LF  
12 August 2022

**Re:     *In Person Meetings*  
          *Loss of Earnings*  
          *New Contracts (Sales Assistant Grade)***

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Dear Mr Timmins,

I refer to yours of 28<sup>th</sup> July 2022 in response to our previous items of correspondence regarding the above-mentioned issues and wish to respond accordingly.

**In Person Meetings**

It is still the considered position of our members that the retention of online meetings for the purposes of investigation, grievance and disciplinary hearings is no longer essential and conducting potentially serious matters in this way is a denial of their fundamental rights to the application of fair and proper procedures. If the Company persist in holding meetings in this way the denial of adequate available procedures will be relied upon as appropriate in the full defence of our members, as the need arises. Shocking examples of hearings taken place in settings outside of the place of employment, has caused embarrassment and additional stress to our members at a time of great vulnerability and heightened anxiety, sometimes confronted by their job being in jeopardy or faced with the adversity associated with raising a grievance in the first instance. The Union's position is that these hearings must be conducted in the most conducive way possible that allows and facilitates the worker be represented appropriately and safely, having regard to the surreal and unimaginable pressures and stresses already associated with these processes.

**Loss of Earnings**

As previously stated, significant numbers of our members are emphatically of the view that there is a direct link between a reduction in their established weekly hours (*earning levels*) and the recent pay increase unilaterally introduced by the Company. This assertion is being increasingly strengthened through data being gathered in our current membership survey and when this is fully completed, we intend to revert to pursue this matter further.

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**General Secretary: Gerry Light**  
**Registered Number: 604T**

### **New contracts (Sale Assistant Grade)**

Despite numerous previous claims by the Company that it is adhering to existing collective agreements our members view the recent announcement to unilaterally introduce a new consolidated rate of pay for the above-mentioned grade, as acting contrary to the principles intimated by the Company, all of which is disingenuous and intolerable. For many years Mandate Trade Union has practiced negotiating rights for this category of workers and we will not allow this right to be removed unilaterally by the employer. The threat to impose these new sub-standard consolidated rates of pay unilaterally has once again demonstrated a capacity within the business to abandon and jeopardise the stability of our collective agreements through provocative acts, which are not conducive to a normal industrial relations environment. In fact, not only do the terms proposed contained in the new contract fall way below current negotiated terms and conditions, they are significantly inferior to the various elements contained in the Union's Pay and Benefits Campaign which we intend to pursue with vigour.

To compound matters further the introduction of this new contract dismisses out of hand the democratic decision by our members to emphatically reject the concept of consolidated pay as part of the WRC process last year. In this context the Company's decision can only be seen to be deliberately provocative and will more than likely lead to a heightening of industrial relations tensions into the future. We understand that the new contracts have yet to go live and if this is the case, we would urge that a decision is taken not to proceed. If this request is not heeded, then the responsibility of any consequential negative impact including reputational damage on the business going forward must solely rest with management.

We note in your last correspondence the guarantees given in respect of pay and working hours, where the company state that:

*"existing colleagues have been advised that their contracts are not affected by this change and their pay terms will remain the same. Furthermore, colleagues have been assured that their rosters will not be altered from the normal rostering pattern of the store, or displaced, arising solely from this change. This decision does not impact on our commitment to colleagues in relation to distribution of available hours in store".*

Despite these assurances and in the context of the unilateralism demonstrated by Tesco Ireland in recent years regarding changes to our members' terms and conditions, let me be unequivocal in relation to Mandate's understanding of what is meant by pay terms. The safeguarding of pay terms for our members is the security of our members' overall earning levels and everything that embodies those earning levels, which we are committed to protecting at any stage through appropriate means in line with our collective agreements.

Furthermore, the Company's statement moves to reassure workers about their working patterns, whilst deliberately remaining vague in relation to what is meant by *"the normal rostering pattern of the store"*. Worklife balance and establishing certainty regarding working patterns has always been to the forefront of our members' needs, in fact this important matter was central to several motions passed at our recent Biennial Delegate Conference. In order to ensure that our members have a full understanding of what is meant by the *"normal rostering pattern of the store"*, the undersigned is requesting the full disclosure of the relevant details, as well as an indication about how these rostering patterns are decided at store level, having regard to the commitments outlined in your letter of 28<sup>th</sup> July 2022 to my colleague Gerry Light.

Our members within Tesco should have the capacity within their working environment for routine and to plan and reconcile work and any family responsibilities, as well as the opportunities for rest and recreation. Failure to give these commitments will only serve to heighten the suspicions surrounding the vagueness of the company's response.

**Yours sincerely**  
**For Mandate Trade Union**

A handwritten signature in black ink, appearing to be 'Jonathan Hogan', written over a light blue horizontal line.

**Jonathan Hogan**  
**Assistant General Secretary**