

4th November 2022

Jonathan Hogan
Mandate Trade Union
O'Lehane House
Cavendish Row
Dublin 1

Dear Jonathan,

Please find outlined below agreed proposal that I note you are putting forward to your members for ballot.

1 Introduction

Following proposed changes to the retail structure within the Penneys ROI stores, a number of meetings took place between Penneys Senior Management and Mandate's National Negotiating Committee, regarding proposed changes to the role of Step-up Part-time Service Leaders.

The Company proposed these changes to have a simplified management structure and to align the management numbers per store across all stores, as well as meeting the evolving needs of the business and customers today.

As a result of these changes, colleagues were advised at the end of June 2022 that the opportunity for colleagues to step up to a Service Leader position would cease.

Following negotiations and meetings between the Company and Mandate National Negotiating team the following is being proposed.

2 Scope

This proposal applies to Retail Assistants who currently step up as Part Time Service Leaders (in a permanent capacity) and are in employment from the date of this Agreement i.e. the date of agreement will be from the date of the ballot count if the proposals are voted in favour of acceptance.

3 Buy-Out Terms

- 3.1 The opportunity to step up to a Service Leader position will cease on 31st December 2022.
- 3.2 Penneys will buy out the financial loss of the step-up allowance to the value of 2 years financial loss.
- 3.3 The reference period for the buyout will be based on the allowance earned over a 52-week period from 26th June 2021 to 25th June 2022.
- 3.4 Calculations will be adjusted to take into account any statutory protective leave e.g. maternity leave taken during this period of time and also any Covid related absences.
- 3.5 Colleagues who commenced the Step-up Service Leader role after June 2021 will have their buyout calculated using an average of the step-up allowance from their start date to June 2022, multiplied out to a full 2 year of estimated loss.

4 Redeployment Terms

- 4.1 Service Leaders who apply for a Team Manager vacancy and are successful will have a 3 month 'cooling off' period where they can choose to return to their retail assistant role and retain the terms of their original retail assistant contract (including the agreed buy-out of the Step-up Service Leader allowance, as per section 3 of these proposals).
- 4.2 Step-up Service Leaders can, unique to this agreement, apply for a Team Manager Role within their current store
- 4.3 Also unique to this agreement the company will commit not to transfer them for a minimum period of 6 months.

5 Protection of Hours

- 5.1 Colleagues who have a contractual agreement or an agreed working pattern within their store to work every Sunday will continue to be rostered to work every Sunday. The pattern of hours worked for these colleagues will also remain unchanged.
- 5.2 It is not the Company's intention to reduce Sundays and patterns of hours for our colleagues.
- 5.3 However for in-scope colleagues as per point 5.1, and in exceptional circumstances, from time to time the company may require colleagues to be more flexible, in which case stores may roster in line with the operational needs of the business and colleague's contracts of employment.

6 Interpretation of Agreement

- 6.1 In the event of a disagreement over the interpretation or application of any aspect of these terms the parties resolve to deal with the issue in a speedy manner. In the first instance a meeting will take place between the relevant union official and the store management representative within 5 days of the grievance being raised. If the matter is not resolved at this stage the matter will be referred to the Penneys Head Office P&C Team and the relevant Mandate National Official Organiser who will seek to find resolution within 5 days.
- 6.2 If the matter still remains unresolved the employee concerned reserves the right to refer the matter to a third party.

7 Other Agreements

- 7.1 Unless specifically changed by these provisions the terms of all other agreements remain unaltered.

8 Recommendation

- 8.1 These proposals are being recommended for acceptance. In the event of them being rejected they are deemed not to have been offered and without precedent value.

We look forward to hearing the outcome of the ballot.

Yours sincerely,



Michelle Whelan
Head of People & Culture, Retail ROI