

## **CTA Appendix 1 - Night-time Derogation**

The Co-op and the unions agree that it is important to the Logistics operation that the limit of night working hours in the Road Transport (Working Time Regulations) 2005 (the "**Regulations**") should not apply to colleagues covered by this agreement. This collective agreement removes the 10 hour limit pursuant to regulation 9(2) of the Regulations.

Our colleagues will work beyond the 10 hour night stated in the Regulations but only to the extent where this would not breach other provisions of the Regulation or EU Drivers' Hours Regulations 561/2006.

The Co-op acknowledges its obligations to ensure the health and safety of all colleagues and the specific potential issues presented for night workers. The Co-op will comply with its obligations to make health assessments available to night workers. The Co-op will continue to work with the unions to protect our colleagues in their duties.

## CTA - Appendix 2

### Role Profile - LGV Driver

#### Purpose of role:

To ensure that goods are delivered to and uplifted from the correct point in a safe, timely and accurate manner, in accordance with all relevant legislation. Ensuring that the equipment used for this purpose is operated and maintained in the correct manner.

This is an important document. It denotes precisely the purpose of your role and those results for which you are held accountable.

Read everything carefully. Discuss it with your Team Manager to ensure that you understand what is expected from you and are clear on how you should go about your role.

#### Principle accountabilities:

1. Goods are to be delivered to a safe place at/or close to an intake point at the store, or in EXCEPTIONAL circumstances, a safe point on the premises as agreed with the retail customer/driver. All such exceptional circumstances to be reported to Transport Team Manager before any delivery is carried out .
2. Drivers are expected to uplift goods, cages, returns in a safe and prescribed manner.
3. Drivers are expected to carry out other collection and delivery duties such as supplier collections.
4. Drivers are expected to undertake their duties in a polite and courteous manner with particular emphasis placed on the customer.
5. Drivers will be expected to off-load their vehicles on return to their depot where they have duty time left and this is current practice. This practice will be subject to ongoing review.
6. All delivery documentation is to be completed fully & accurately.
7. The legislation covering Tachographs and Drivers' Hours Regulations must be adhered to in all circumstances.
8. The vehicle Nil defect procedure operated by the Co-op is to be used in all circumstances. All vehicle checks i.e. wheel nuts, levels, lights, steering, brakes, tyres (as listed in the defect book or MDT) should be carried out prior to departure, and on return to depot. Under no circumstances are vehicles to be operated with a defect that contravenes legislation.
9. The vehicle is to be checked prior to departure for any new damage, which should be reported to the duty Transport Team Manager, prior to departure.
10. All vehicles are to be driven in a safe and courteous manner demonstrating respect for other road users and equipment used. Drivers should have due regard for the conditions of their licence and the Highway Code. Drivers should also drive in a manner appropriate to prevailing weather conditions and adhere to police instructions at all times.
11. All vehicles are to be kept clean and tidy both internally (cab) and externally.
12. Drivers are to perform their duties in a safe manner, in accordance with the relevant health and safety SOP's, ensuring due regard to both their own and their work colleagues' safety as defined in the Health and Safety at work act 1974.
13. Any Health & Safety issue arising must be brought to the attention of the duty Transport Manager as soon as practicable, for immediate action to be taken.
14. All drivers should follow the Guidelines on the Risk Assessments, drivers should also carry out a dynamic risk assessment on arrival.
15. All drivers must wear protective clothing at all times (PPE) relevant to the duties being carried out.

16. Drivers should adhere to the dress code & wear supplied uniform at all times.
17. The current Security & Vehicle Sealing Procedures must be followed at all times. Under no circumstances should drivers deliver goods in an inappropriately secured vehicle.
18. All drivers will ensure ancillary equipment such as fridges, tail lifts, cage chocks and lift axles etc. are used in the correct manner as per training and operating procedures delivered to driver.
19. Any specific operating procedures relevant to the department must be followed and adhered to at all times.
20. Drivers will normally be expected to re-fuel their vehicles, where this is current practice. This practice will be subject to ongoing review.
21. Drivers must ensure that while unloading, the vehicle is locked and secured and the engine is switched off. Castell should be used, where fitted, whilst the vehicle is parked on a bay at the depot.

## CTA - Appendix 3

### 1. Hourly pay rates effective from 1 September 2019

Driver C+E	Base	All hours worked	£13.86
	Unsocial	19:00 – 03:00	£1.11
	Weekend	All day Saturday and Sunday	£2.08
Driver C	Base	All hours worked	£13.45
	Unsocial	19:00 – 03:00	£1.08
	Weekend	All day Saturday and Sunday	£2.02

### 2. Overtime and allowances

- Overtime is paid at single time, including unsocial and weekend premiums, if overtime is worked at those times.
- £1.10 per hour on all hours worked by colleagues based at the Thurrock depot, including overtime.

## CTA Appendix 4 - Working Rotas

### Key Principles

A specific rota, dependent upon the shift and average hours he/she is contracted to work, will determine drivers working patterns. The rota will specify total duty time and although closely linked to the routes from each depot, will not always be determined by specific routes. All rotas are based on an agreed set of principles:

- Start times are allocated into three agreed bands, one for each shift. 03.00 – 11.00. 11.00 – 19.00. 19.00 – 3.00. These shifts will be separately rota'd.
- Rota's will be based 680 hours, Pro-rata for part time working. All rotas will be spread over a 17-week period.
- Drivers rota start times will have a 2 hour window time but will not move more than 1 hour on consecutive working days For the purposes of this provision a week is deemed to be one weekly rest to the next weekly rest.
- The maximum scheduled hours for any one-week will be 60 hours and the maximum scheduled day will be 12 with the exception of recognised routes which would be up to a maximum of 14 hours
- Minimum duty time will be 8 hours.
- Separate rotas have been produced for, LGV 1 drivers, LGV 2 Drivers and Shunters. However some Class 2 duty can be included in a Class 1 rota.
- In construction of rota's every attempt will be made to provide the maximum amount of week-end rest, without compromising operational needs. However, equal weighting should apply to all days; no exceptions should be made for week-ends.
- The Co-op will guarantee that each driver will receive, at a minimum, one back to back rest period (i.e. 2 days together), on average every three weeks.
- Rotas will be fixed over a 17-week period and designed to meet the required average hours for that period.
- All rotas will fully comply with current Driver regulations
- Rotas will be subject to change due to changing conditions and changing business needs. Depot Management will respond to these changes by modifying routes accordingly. This will be done with the aid of current technology, including GPS systems, to ensure that accuracy is maintained on an on-going basis.

For the purposes of this agreement a major change is where a re-working of the rota is required to meet the changing needs of the business.

This agreement requires both the Co-op and the trade union representatives to work in partnership and effectively implement the terms contained within the agreement. This is of prime importance when dealing with changes affecting people's working hours and rota patterns. To this end both the Co-op and the Trade Union are committed to ensuring that appropriate consultation takes place in order to:

- Effectively communicate the reasons for change
- Provide constructive feedback on any proposals for change

- Provide alternative solutions if available and appropriate to the needs of the business.

For any **minor** planned changes to rotas at a local level a minimum of 48 hours notice will be given. These should be discussed with the individuals concerned and the union representative advised of the discussions and the outcome.

For the purpose of this agreement minor changes are temporary changes or permanent adjustments to 5 individuals, or less, in any one rota.

Where **major** changes need to be made to rota's they will be done in consultation with the appropriate trade union representatives through adoption of the process as outlined below: -

Major, planned schedule changes will be notified as soon, as is reasonably practicable, usually 4-6 weeks in advance of the intended date of change. Changes affecting the whole network will be notified to the National stewards. Changes affecting a single depot will be notified to the local steward.

For the purposes of this agreement a major change is where a complete re-working of the rota is required to meet the changing needs of the business.

## **Major Rota Change Process**

### **Introduction of a Rota Change & Committee**

1. When it is recognised that a major rota change is required within a depot all local stewards should be notified at the next available Local Joint Consultative committee or sooner if applicable with rationale on why the change is needed.
2. Once the LJCC has been informed of the need to implement a rota review, the Transport Manager will arrange briefing sessions for all drivers with the support of union stewards to advise of the requirement to form a rota committee in line with the CTA, the business reasons why the change is taking place and how the process will proceed.
3. A rota committee will be balloted over a 2 week period and should seek to consist of Drivers from each shift and licence category. The rota will also consist of all union representatives and transport shift manager/s.
4. Once committee members have been confirmed training will be provided to them on how the process works.
5. Members of the rota committee should stay on the committee for the full duration of the process.

### **Rota Committee Activity**

1. At the initial meeting of the rota committee they will be supplied with base data using a standardised planning model provided by the national planning team.
2. At the end of each week meeting of the rota committee the transport manager will be provided with a summary of progress or queries.
3. Rota committee to review data and raise any queries or recommendations to the national planning team and update the site transport manager.
4. National planning team will provide any updated data based on feedback to the rota committee
5. Rota Committee will produce draft rota options using any updated data provided or original base data.
6. Rota committee will review the proposed draft rota containing the drivers allocated slot within the rota, with the transport manager before communicating with drivers.

### **Communication of Draft Rota's**

1. Once draft rota options are finalised union stewards will hold meetings with all drivers to provide them a copy of their draft rota. The document must be clearly identified as "Draft" to avoid any confusion when the final rota is issued.
2. Every effort should be made to ensure that drivers who are not at work during that period of time are provided with a copy of their proposed rota either by post or email.
3. Feedback and suggestions from drivers will be collated and noted. Collation of feedback will be provided to the transport manager by a union steward and shift manager and then presented back to the rota committee.

### **Rota sign off**

1. The rota committee will review all driver feedback and make any compliance changes or possible amends in line with driver's regulations, and also consider other feedback that does not create a more inefficient rota or compromise store service.
2. Once the final rota has been concluded, the rota must be signed off by a union representative and the transport manager using the standard template.
3. Each driver must be provided with a copy of their new rota and the standard sign off sheet on the back of their rota by their team manager providing 4 weeks' notice of the change.

## **Rota Escalations & Appeal process**

Should there be a situation where the rota committee are not in agreement of the rotas being proposed the following process should be applied.

### **Early Resolution**

Initially aim to resolve and concerns informally

Alternative suggestions for the rota should always be considered. These suggestions should be adopted as long as they do not:

- Compromise the operation.
- Go outside the set parameters for rotas as stated in this section.

### **Stage 1**

Should the rota committee and site management still not come to agreement on the proposed rotas an appeal should be lodged.

An Appeal should only be lodged if:

- if there is dispute on the reasons for the change or
- Non adherence to the parameters within Section 4 of the CTA.

The appeal should provide the details on what the areas of concern and non-agreement are, the reason for the non-agreement and the proposed alternative solution.

An appeal committee will be convened and this committee will consist of the national stewards, NNC representatives (Usdaw & Unite if applicable), regional depot operations manager and appropriate HR representative.

At the regional rota appeal committee the points raised and proposed by the local committee and the Transport Manager from the local site will be considered and reviewed.

If acceptable changes can be made these will be referred back to the site and should be communicated with the drivers.

### **Stage 2**

Should the regional rota appeal committee be unable to come to agreement on the proposed rota the concerns will be raised to the second and final stage with the recommendations from each party provided.

At this stage a failure to agree should be registered this will be considered by the National Rota Consultation Team for review. This team consists of the two National Officers, the Head of National Transport and Lead People Partner for logistics.

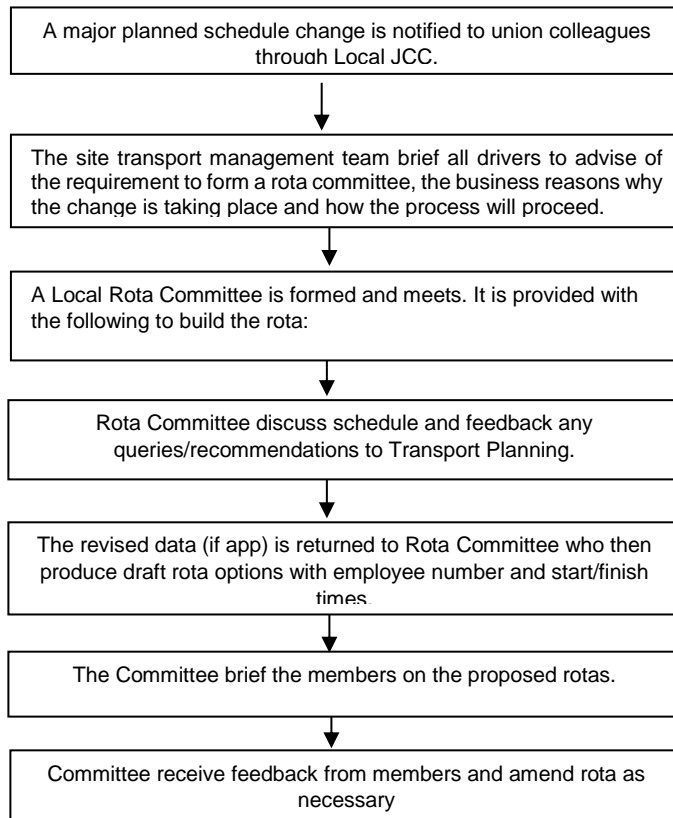


## Rota Committee Timeline

<b>Activity</b>	<b>Timeframe</b>
Local JCC Communications of major rota change plan	As soon as possible when aware of rota change.
Site management team brief drivers on the need to convene rota committee & reasons for the rota review	Week 1
Notice for volunteers for rota committee members posted	Week 1
Ballot of union members to form rota committee	Week 2 & 3
Rota committee convene and carry out training for all members	Week 4 & 5
Rota committee communicate proposals with Drivers	Week 6 & 7
Rota committee re-convene and amend rotas as required based on driver feedback	Week 8
Drivers provided with final rota signed off	Week 8
Drivers Notice	Week 9 to 12

## Summary of Rota Change Process

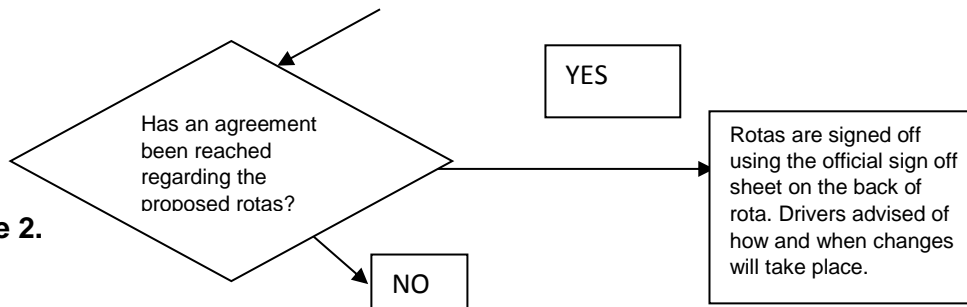
### Stage 1.



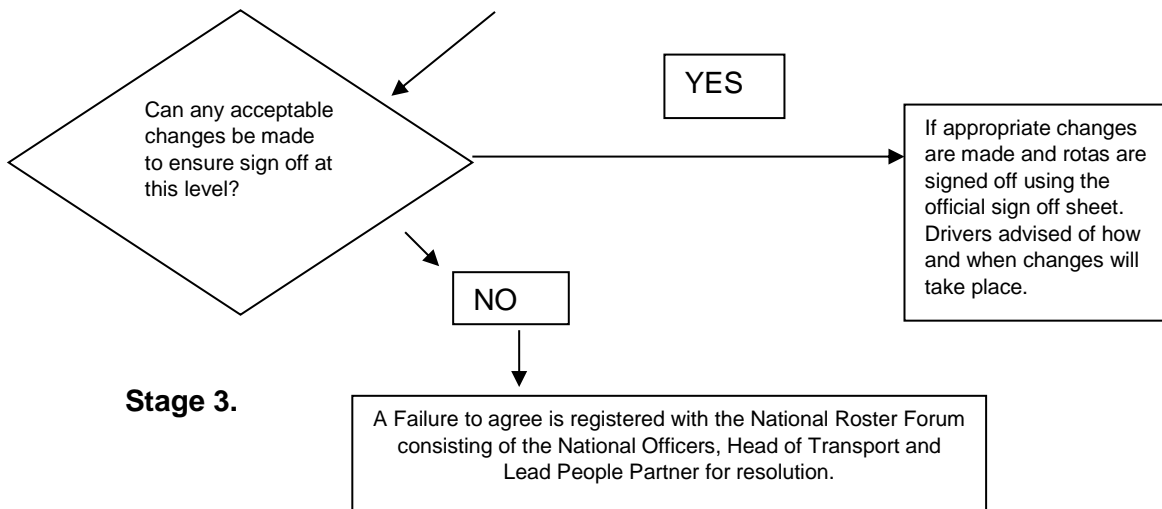
**A rota committee is balloted and should consist of;**

- Shift Manager/s
- Union representation
- Driver colleagues – each shift & C1/C2 representation

### Stage 2.



### Stage 3.



## **CTA - Appendix 5**

### **Disciplinary Procedure**

This procedure is designed to help and encourage all employees to achieve and maintain standards of conduct and performance. The aim is to ensure consistent and fair treatment for all.

#### **Principles**

- No disciplinary action will be taken against an employee until the case has been promptly and fully investigated.
- At every stage in the procedure the employee will be advised of the nature of the complaint and given access to all relevant evidence.
- Employees will be given the opportunity to state their case before any decision is made.
- At all stages the employee will have the right to be accompanied by a trade union representative or a fellow employee.
- In the case of a Trade Union Representative being disciplined he would have the right to be accompanied by a local Full Time Official. The Full Time Official should be notified in all cases.
- No employee will be dismissed for a first breach of discipline except in the case of gross misconduct when the penalty shall be either dismissal without notice or with payment in lieu of notice.
- Disciplinary proceedings, witness statements and records relating to disciplinary proceedings must be kept confidential.
- The society may implement the procedure at any of the stages set out below depending on the seriousness of the misconduct or poor performance on question.

#### **Procedure**

Minor faults will be dealt with informally but where the matter is more serious the following shall apply

Where the society is investigating serious misconduct you may be suspended from work on full pay as a precautionary measure.

The offences that are listed below are for illustration purposes only. Any disciplinary sanction will always depend on the seriousness and circumstances of the particular case.

In each case the warning will specify:

- the reason for the warning
- the consequences of failing to improve and
- the right to appeal.

#### **Stage 1 – Verbal Warning or Written Warning**

If conduct or performance does not meet acceptable standards the employee will normally be given a recorded verbal warning. A record of the verbal warning will be kept but it will be spent after 3 months, subject to satisfactory conduct or performance.

If the offence is a serious one, or if a further offence occurs, a written warning will be given to the employee. A copy of the written warning will be kept but it will be spent after 6 months, subject to satisfactory conduct. Examples of offences that may attract a verbal or written warning (depending upon how serious) are:

- Minor breaches of procedure
- Lateness and poor attendance
- Poor performance

Other offences may attract a verbal or written warning.

### **Stage 2 – Final Written Warning**

If there is still failure to improve, or if the misconduct or poor performance is sufficiently serious to warrant only one written warning but insufficiently serious to justify dismissal, a final written warning will normally be given to the employee. A copy of this final written warning will be kept but it will be spent after 12 months subject to satisfactory conduct or performance. Offences that may attract a final written warning are:

- Repetition of behaviour occasioning a previous warning
- Breaches of procedure relating to the safety of the employee and/or others
- Misuse of society property
- Actions liable to bring the society into disrepute
- Unauthorised communication to the press, radio or TV regarding society matters
- Foul or abusive language
- More serious or persistent standards of dress, personal hygiene or performance.

Other offences may attract a final written warning.

### **Stage 3 – Dismissal and Gross Misconduct**

If conduct or performance is still unsatisfactory and the employee still fails to reach the prescribed standards, dismissal will normally result. The employee will be provided, as soon as reasonably practical, with written reasons for dismissal, confirmation of the date upon which employment will terminate and details of the right to appeal. Dismissal decisions can only be taken by the appropriate manager.

If, on completion of the investigation and the full disciplinary procedure, the society is satisfied that gross misconduct has occurred, the result will normally be summary dismissal without notice or payment in lieu of notice. The following list provides examples of offences, which are normally regarded as gross misconduct:

- theft, fraud and deliberate falsification of documentation
- other offences of dishonesty
- unauthorised absence
- any serious breach of the society's procedures
- borrowing money without authorisation
- unauthorised discounts
- breaches of the staff purchase procedure
- fighting, assault on another person
- deliberate damage to society property
- serious incapability through alcohol or being under the influence of illegal drugs

- serious negligence which causes unacceptable loss, damage or injury
- serious act of insubordination
- unauthorised entry to computer records
- private trading in competition with the society
- sexual, racial or disability discrimination or harassment of a fellow employee

Other acts of misconduct may come within the general definition of gross misconduct.

As an alternative to dismissal, an employee may be

- (a) suspended without pay for a period not exceeding 21 days, or
- (b) demoted.

## **Appeals**

An employee who wishes to appeal against a disciplinary decision should inform the nominated manager in writing within 7 days of receiving the letter confirming the outcome of a disciplinary hearing. The appeal application should detail the grounds upon which the employee wishes to appeal the disciplinary decision.

In the event of dismissal there will be an additional stage of appeal available to the employee. This should be made to the next level of Management and Trade Union Official within 7 days

The nominated manager should investigate the application and advise the employee of the decision within 14 days of the appeal being heard. The nominated manager's decision is final. The appeal exhausts the society's disciplinary procedure.

## **CTA - Appendix 6**

### **Grievance Procedures.**

The procedure has the objective of resolving as speedily as possible any grievance, which an employee in scope to this Agreement may have in the course of, and related to, his/her employment.

#### **Individual Grievance Procedure**

Stage 1 – In the first instance any grievance issue should be raised in writing with the immediate Transport / Traffic Manager and the Local Shop Steward.

Stage 2 – If unresolved at Stage 1 the grievance should be raised in writing with the Distribution Manager and the National Steward.

Stage 3 – If still unresolved at Stage 2 the grievance should be raised with the Regional Manager and the local Full Time Official

During the period of the grievance the status quo will be maintained until the full grievance procedure has been exhausted.

#### **Collective Grievance Procedure**

A Collective Grievance in respect to the application of terms in this agreement should be treated as above with the additional Stage 4 detailed below.

Stage 4 – If unresolved at Stage 3 the National Officer will raise the issue with the National Operations Manager.

If still unresolved the matter will be referred to ACAS for conciliation or mediation as appropriate.

During the period of the grievance the status quo will be maintained until the full grievance procedure has been exhausted.

#### **Dealing with Grievances.**

All Grievance stages should receive a written response from the appropriate Society Official reasonably within seven days of the hearing taking place. There will be certain circumstances where this time-scale will not be sufficient and Society Officials will endeavor to always issue a response as soon as reasonably possible. Where a delay is likely to occur all parties should be notified as soon as is practicable.

All written grievances will receive a written acknowledgement of receipt, and hearings will be arranged as soon as reasonably possible.

Unless and until the procedures have been exhausted, no strike, lockout or other industrial action will take place.

## CTA - Appendix 7

### Medical Termination Payments

In the event of a Driver having his LGV licence permanently withdrawn for medical reasons, after a period exceeding six months, the following arrangements would apply:

In the first instance every effort will be made to find suitable alternative employment within the Co-operative group.

If this is not possible and employment has to be terminated the employee may apply in writing to be considered for a Medical Termination payment. Application should be made to his Depot Manager in the first instance with a copy of the application to his local HR Manager and trade union representative.

Applications for such payments must be fully supported by a report from the employee's GP and will also be subject to a medical report by the Societies Occupational Health Advisors.

If eligible for such a payment the employee should be notified in writing by the Depot Manager who will make arrangements for payment through the HR department.

The scheme will not apply:

1. If the reason for the loss of license arises out of, or occurs in the course of, employment with another employer.
2. If the reason for loss of licence arises out of, or occurs in the participation of sporting activities.
3. If the reason for loss of licence arises out of, or occurs in the participation of any criminal activity.
4. If the individual qualifies for any ill-health, full or partial, pension entitlement under the Co-op Group pension scheme.

The payments will be considered to be a compensation payment and therefore will not be subject to tax or NI contributions.

Any such payment will be made as a lump sum in addition to pay in lieu of notice. The payment will be calculated as follows:

- An employee with 2 – 5 years service: £5000.
- An employee with 5 – 10 years service: £10,000.
- An employee with 10 – 15 years service: £15000.
- An employee with 15 – 25 years service £22,000
- An employee with more than 25 years service: £25,000.

A decision regarding the eligibility and payment of such a benefit will be at the discretion of the Depot Manager under the guidance of the HR Manager. In the event of an employee not being granted a payment there will be a right to appeal, in writing, to an appeals panel. The Appeals Panel will comprise: The Head of Logistics Operations for Co-op Retail Logistics, the Head of HR - Retail Logistics, and the National Officers of the TGWU and USDAW. The decision of the Appeals Panel shall be final.