

**V. 13.0**

**The Co-operative Group Retail Distribution  
National Transport Agreement**

**Agreement Between:-**

**The Co-operative Group Retail Distribution (ACC Distribution)**

**And**

**The Transport and General Workers Union**

**The Union of Shop, Distributive and Allied Workers**

**Issued By:           The Human Resources Department  
                          ACC Distribution  
                          3rd December 2004**

## Scope of Agreement

The Agreement relates to the wage rates and terms and conditions of employment of LGV Drivers, Shunters and 7.5 Tonne vehicle drivers by The Co-operative Group at the following Units: -

<b>Scotland/N.I.</b>	<b>North East</b>	<b>Midlands</b>	<b>South</b>
Carrickfergus	Birtley	Alfreton	Chelston
Cumbernauld	Blaydon	Cotes Park	Gillingham
Harthill		Halesowen	Peterborough
Inverness		Nottingham	Swanley
		Ossett	Thetford
		Eccleshall	Eastleigh

## Remuneration

All of the remuneration rates are outlined in **Appendix 1**.

These salary rates are applicable from the date of this agreement and will run through to Feb 1st 2006. This represents an all-inclusive three-year settlement.

Salaries are inclusive of:

- Basic pay
- Overtime rates
- Shift Allowances
- Bank Holidays

Salaries will be paid in equal installments of 52 weeks or 13 four weekly periods, dependant upon the employees preferred payment method.

## Hours of Work

The Society will require drivers to work according to a rota based on 884 hours (for drivers on a 52 hour average), or 680 hours (for drivers on a 40 hour average), to be worked in a 17-week period. From February 2005 the Society will require 816 hours (for drivers on a 48 hour average), or 680 hours (for drivers on a 40 hour average), to be worked in a 17-week period.

These hours can be worked on any days of the week according to the rota agreed for the specific unit. For the purposes of complying with legislative requirements hours will be monitored on a weekly basis. This will ensure that

no hours can be worked over and above the contracted total for the 17-week period. A progressive record will be given to each driver so that they only work the contracted number of hours over the 17-week period. Hours will not be banked and the rotas will be managed in a fair and equitable way using the following guidelines:

Drivers will be expected to work the agreed rota. Rotas will be produced and agreed so that the total shifts worked over a 17-week period equate to the contracted hours. If at anytime there are significant discrepancies between the hours worked and the hours agreed for the rota, the local management will investigate and, where appropriate, recommend changes to the rota.

Where it is evident that a driver may exceed the contracted number of hours within the 17-week period time off will be given in order to bring the number of hours down to the contractual requirement.

Drivers who return from a job prior to the end of his duty time may be asked to complete another run. This is permissible if the run can be completed within the designated duty time. If the only routes available will take the driver over the designated duty time and the driver was not aware of this at the start of his shift the driver cannot be forced to do it. However the driver may agree to complete this duty and any hours worked over the duty hours will be credited to him.

Where there are no appropriate runs available then the driver can be asked to do other drivers duties. This may be vehicle washing, shunting, cage runs etc.

This agreement does not specify job and finish. However, if there is no additional work available and there is no reasonably foreseeable work within the driver's duty time then the driver should be sent home. It is not acceptable to keep drivers at work when there is no prospect of any further work. They will be paid until the end of their shift.

If a driver wishes to do so, and where it is legally permissible, he/she may voluntarily work additional shifts in order to increase the amount of remuneration in any given week. The additional shift will be a minimum of 8 hours but may be more if legally permissible. These additional hours will be paid as an addition to salary and will be calculated at the appropriate hourly rate. There will be no overtime premium.

Drivers will not be obliged to work on any of their designated rest days however they may volunteer to do so.

Drivers will only carry out designated driver's duties as per the job profile. **(Appendix 2)** They will not be asked to carry out Warehouse duties.

Provision of a weekly record of worked hours will be made available. A written slip will be provided to each driver weekly. These will state hours worked within the rota and any additional hours worked. It will also give a progressive picture for the period.

This system will be subject to a 3 monthly review for the first 12 months of the agreement.

The minimum working day will be a guaranteed 8 hours.

Holidays will be calculated in weeks and part weeks. A holiday week is deemed to be 5 days. A holiday day is deemed to be one fifth of a week. (See Section 6) \* This provision is subject to change based on a 3 month trial from April 2005.

Breaks are not paid and are not included as part of the duty time shown on the rota. The minimum requirement for reasons of Health and Safety is that a break should be taken during any duty period of six hours or over.

### Working Rotas.

A specific rota, dependant 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 on 884 hours (for drivers on a 52 hour average), or 680 hours (for drivers on a 40 hour average). From February 2005 they will be based on 816 hours (for drivers on a 48 hour average), or 680 hours (for drivers on a 40 hour average). All rotas will be spread over a 17-week period.

Drivers start times will not normally vary by more than two hours within any one-week, with the possible exceptions of Sundays, which will be agreed in consultation with the local trade union representatives. 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 14 hours.

Minimum duty time will be 8 hours.

In the construction of rotas every effort will be made to maximize the use of 4-day working patterns and/or consecutive rest days wherever reasonably practicable. A mix of 4 and 5 day working patterns within one rota will be allowed.

Separate rotas have been produced for, LGV 1 drivers, LGV 2 Drivers, Drivers of 7.5 tonne/Sprinter vehicles 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 Society 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 all current drivers' hours' 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. (See Section 16 Vehicle Management. Systems)

This agreement requires both the Society management 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 Society and 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.

## **STAGE ONE.**

### **Step 1.**

The draft rotas will be produced by the local Traffic Managers and/or the National Planning team. All rotas must adhere to the rota parameters set out in this section of the National Transport Agreement. Once they are produced the consultation process can begin.

A meeting of the traffic manager/supervisor and local steward should be arranged to begin the consultation process.

At the consultation meeting the management should explain the business reasons for the change and explain the changes that are proposed. The local steward should be asked for comments and alternative suggestions, as appropriate. This discussion should be minuted with copies provided to the relevant representative. At this meeting the time required to complete the consultation process should be agreed. This should take into account the complexity of the changes, the pressure on the Society to meet customer needs and the requirement to effectively communicate the changes.

If required the meeting should be adjourned to allow the local steward time to study the changes and come up with alternative suggestions as appropriate. (The local steward may wish to consult the National steward) Prior to the adjournment, a date and time for continuing the consultation must be set. In the case of major changes this should be a minimum of 24 hours.

As a result of the initial consultation meeting a joint statement must be produced advising of the reasons for consultation and the outcomes of the initial meeting along with the measures (if any) local stewards will be taking in connection with the consultation. Timescales for the consultation must be jointly agreed.

The local steward is at liberty to consult with local membership regarding the intended changes and where appropriate seek constructive feedback with any proposal to amend/adjust what has been proposed.

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.

## **Step 2.**

A further consultation meeting with Society management should be convened to discuss any proposals. Again, if required this meeting may be adjourned in order for time to be provided to scrutinise and understand alternatives. Prior to the adjournment a date and time for continuing the consultation must be set. In the case of major changes this should be a minimum of 24 hours. At the end of this 2<sup>nd</sup> meeting another joint statement should be constructed by way of an update. This meeting should be minuted with copies provided to the representative.

## **Step 3.**

A third consultation meeting should be convened which should provide either of the following: -

Revised proposals based on the feedback from the representative(s)  
or

A proposal that has no significant changes to the initial rota(s) provided at the first consultation meeting

In the case of 9a) (as above) the changes should be explained along with details given regarding where compromises/concessions have been made. If there is no scope for further changes to be made and/or the local steward has no more recommendations then the rota should be signed off by using the official sign off sheet. Drivers should then be advised on an individual basis of when and how any changes will take effect.

In the case of 9b) (as above) an explanation must be provided by Society management as to why alternative suggestions or proposals could not be considered (corresponding to the guidelines as provided in clause 8 of this document). The local representative should then be given time to explain this to local membership as necessary and have the opportunity to provide feedback to local management. In the event that there is no clear

evidence to suggest that the pending rota change can be adjusted or amended to reflect suggested changes provided originally and local representatives do not dispute the reasons for change, then the rota should be signed off by using the official sign off sheet.

If all of the aforementioned has taken place and there is still a fundamental non-agreement then a “failure to agree” may be registered to the National Steward. A failure to agree should only be required over the reasons for change or about adherence to the parameters within Section 4. This should be set out in writing and addressed to the Distribution Manager who will then refer this to the National Rota Consultation Team for arbitration.

Once the rota is agreed it should then be communicated to the drivers by both the local steward and the local management ensuring that all drivers receive reasonable notice of the changes.

## **STAGE TWO.**

If a failure to agree has been registered this will be considered by the National Rota Consultation Team for arbitration. This team consists of the two National Stewards and a member of the National Planning Team. If there is still a failure to agree this must be put in writing and will be referred to Stage 3.

## **STAGE THREE.**

This will be heard by the local union officer and a member of the Societies Human Resources Team. The rota consultation team will also attend and this will be the final stage.

A flow chart of all three stages of this consultation process is provided in **Appendix 3.**

### Statutory & Customary Holidays

All employees covered by this Agreement will be eligible to not less than eight statutory or customary holidays from the list shown below: -

Christmas Day	Boxing Day
New Year's Day	January 2 <sup>nd</sup> (Scotland/Birtley & Blaydon)*
Good Friday	
Easter Monday	Spring Bank
Easter Tuesday	May Day



Glasgow Fair (Scotland)                      Late Summer  
Summer Bank Holiday x2 (N. Ireland)

\* In order to protect existing rights.

The nomination of the eight Customary Holidays will be by joint Agreement between the Unit Management and local Trade Union Officials.

Employees can be asked to work up to six customary or statutory holidays within any one calendar year. Christmas Day will only be worked by drivers on a voluntary basis but if worked will count as one of the six. Each of the six Bank Holidays is compensated by a double time payment that has been incorporated into the salary.

For each Bank Holiday that is actually worked a lieu day will be given which, in normal circumstances, should be taken within a 17-week period following the Bank Holiday that has been worked. Where it can be accommodated within the operation a lieu day may be linked to a weekend rest day. Any exceptions should be agreed locally between a Manager and Driver.

The value of a lieu day will be equal to the number of hours that the employee worked on the bank holiday he/she is being compensated for.

If an employee works a full five days in a bank holiday week but does not work on the Bank Holiday, this should count as one of the six Bank Holidays the employee has been paid for. This does not attract a lieu day as the day has not been worked.

In the event of any employee voluntarily working more than six Bank Holidays they will be compensated by an additional double time Payment and a lieu day.

### Annual Holidays

For a 3 month trial period from April 2005 the following method of calculating holiday entitlement will be used. (\* figures in brackets indicate 40 hour contract entitlements)

A normal holiday week will be deemed to be 48 hours (40 where contractually applicable). Any holiday period will be deductible from the total entitlement at the appropriate number of hours that show on the rota for that day

All employees covered by this Agreement are entitled to:

202 (168)\* hours holiday per annum (pro rata in the first holiday year)

221 (184)\* hours after 2 years' service

240 (200)\* hours after 5 years' service

259 (216)\* hours after 15 years service

The following table shows the entitlement for each completed month/ year.

<b>Length of Service</b>	<b>Entitlement in Hours.</b>
1-2 months.	19 (16)*
2-3 months.	29 (24)*
3-4 months.	48 (40)*
4-5 months.	67 (56)*
5-6 months.	77 (64)*
6-7 months.	96 (80)*
7-8 months.	115 (96)*
8-9 months.	125 (104)*
9-10 months.	144 (120)*
10-11 months.	163 (136)*
11-12 months.	173 (144)*

In all cases holiday entitlements will run from 1 April to the 31 March. Part months of service will not count towards holiday entitlement for any Staff not completing the full year 1 April to the 31 March.

Holiday entitlement is to be taken in the period 1<sup>st</sup> April in each year to 31<sup>st</sup> March in the following year.

All holidays must normally be taken within the appropriate holiday year and cannot be carried forward from one year to the next. However, and only in exceptional circumstances, the Distribution Manager may authorise holidays to be carried forward.

If an employee fails to book holidays when requested to do so the holidays may be allocated by the manager in order to avoid holiday "congestion" or the employee losing the holiday entitlement.

Holidays must be taken in accordance with the following table: -

	<192/160 hour profile		>240/200 hour profile
April		April	
May		May	} 48 (40)
June	} 96 (80)	June	

July			July		
August			Aug	}	96 (80)
September			Sep		
October			Oct		
November	}	48 (40)	Nov	}	48 (40)
December			Dec		
January			Jan		
February	}	48 (40)	Feb	}	48 (40)
March			Mar		

An employee resigning from the Society, or whose services are terminated, is eligible to receive payment of wages in lieu of holidays accrued. The Society reserves the right to make the appropriate deductions for any overpayment of holidays taken in advance of accrued entitlement.

Holiday Pay is calculated using the Average P60 earnings or an average of the previous 12 weeks if P60 figures are not available.

Holidays will not be allocated but will be offered to Staff on a 'first come first served' basis with maximum quotas set for each holiday week relevant to each Depot. As the holiday year runs from the 1st April until the 31<sup>st</sup> March the weekly quotas will be published at the beginning of February for the following year's holiday entitlements.

### Sickness Scheme

All Employees under this agreement are entitled to Sick Pay in accordance with the agreement with the exception of absence caused by or through the following circumstances: -

1. Deliberately self inflicted injury or illness.
2. Participation in war, riot or civil commotion
3. Participation in a strike or other industrial action whether official or unofficial
4. Participation in professional / extreme sports or games
5. Any gainful occupation outside normal working hours
6. Incapacity during holiday periods for which the employee received

holiday pay. \*

\*Note an Employee can only be in receipt of EITHER holiday pay or sick pay, but not both at the same time.

Any employee incapable of working due to sickness or accident must notify his/her supervisor or arrange for his/her supervisor to be notified on the first day of absence from work prior to their normal work starting time. Unless there are exceptional circumstances failure to do so may lead to the non-receipt of pay for that day.

In the case of absences of seven calendar days duration or less the employee is required to complete a simple form of self-certification on return to work. This certificate forms part of the Unit sickness and absence record.

In the case of absences of more than seven days duration to qualify for payment the employee must be under the care of a doctor. No payment of benefit will be made unless this absence is covered by medical certificates. Certificates must be submitted for the eighth day of the incapacity and throughout the duration of the absence.

The Society may require an employee claiming sick pay to undergo medical examinations by a doctor nominated by the Society, but in this event the fee for such examination will be paid by the Society.

Employees unable to work because of any incapacity covered by this scheme shall receive from the Society by way of sick pay their Average Earnings as determined by the annual P60 figure or an average of the previous 12 weeks wages if the P60 figure is not available. Odd days of entitlement shall be calculated on a pro rata weekly rate of benefit.

The Society shall be entitled to deduct from sickness payments any employee contributions to the Co-operative Group Employees Pension and Death Benefit Scheme. They will also be entitled to deduct any contributions payable by employees to any fund or object authorised by them to be deducted from their wages and to pay such contributions to such funds on their behalf.

The length of sickness absence permissible for any employee covered by this agreement is dependent upon their service in accordance with the following table: -

Service

Sickness Absence

## Hours

Less than 6 months (Only in the event Of an accident at work)	48 (40)*
6 months but less than 2 years	144 (120)*
2 years but less than 5 years	288 (240)*
5 years but less than 8 years	576 (480)*
8 years but less than 10 years	720 (600)*
10 years but less than 15 years	960 (800)*
15 years +	1440(1200)*

\* Figures in brackets indicate 40 hour contract entitlements

All sickness hours will relate to the appropriate rota schedules on an individual basis.

All above entitlements are non-accumulating i.e. they are fixed maximum annual entitlements.

Sickness entitlement will be calculated on a 'rolling' year basis, which will commence at the point that entitlement is achieved.

Employees who are in receipt of sick pay shall not take any other employment or do anything that would prejudice their recovery.

A case of any employee abusing the scheme shall be dealt with as a disciplinary matter.

Where there is a marked and sustained increase in absenteeism by any individual employee then the Society, in consultation with the trade union, may take the following action;

- Introduce three waiting days (regardless of hours) where payment will not be made

- Request the production of a medical certificate before any payment is made regardless of the length of absence.

- Withdraw that individual employee from cover by the scheme.

Should there be any major changes in the present legislation in respect of statutory sickness and accident benefits then the scheme may be reviewed.

Membership of the scheme will automatically terminate as follows: -

- Upon the termination of the scheme,

- Upon an employee leaving the Society's employment

- Upon an employee reaching his or her normal retirement age,

If an employee makes willful or fraudulent misrepresentations in order to claim sick pay.

#### Time Off for Medical Appointments.

Time off with average pay would normally be allowed for an employee to attend optical, hospital and other medical appointments. Proper evidence will be required to substantiate the veracity of appointments and payment will be discretionary and dependant upon Management approval.

Every effort should be made by the employee to make appointments for optical and medical treatment in order to minimise the extent of absence from work.

#### Bereavements.

The Society understands the need for help and support in the event of death of a close member of your family.

Necessary absence will be treated sympathetically and up to 52 (40) hours will be payable.

Time off with average pay would normally be allowed for the attendance at funerals of close relatives. In all cases prior permission, which will not be unreasonably withheld, must be obtained from the employee's manager.

"Close relative" cannot be defined so as to meet all circumstances, but generally means spouse, parent or child.

Should any difficulty be experienced, or advice be needed on this matter, you should contact the Regional Human Resources Manager immediately. Your Manager will supply you with a telephone number.

#### Paternity Leave.

There will be an entitlement of 28.8 (24)\* hours paid leave on or around the occasion of the birth of a child. Adoptive Parents will be entitled to the same allowances. This will be taken as agreed locally having regard to individual circumstances. This entitlement replaces the first 5 days of any statutory entitlement to paternity / adoptive leave. A second week maybe taken with the statutory entitlement of £100 paternity pay.

All Payments will be either an average of P60 earnings or an average of the previous 12 weeks where P60 figures are not available.

Paternity Leave should be taken in accordance with the guidelines laid down by the Employment Act 2002. Leave will be subject to any subsequent changes to Statute Law.

\* Figures in brackets indicate 40 hour contract entitlements

### Maternity Leave

Maternity Leave and Maternity pay are governed by the Employment Act 2002, which prescribes statutory rights to Maternity.

Maternity Leave will be determined by Statute Law and be amended as the statute changes save that entitlements will be converted on a 'pro rata' basis into the relevant hours.

### Family Friendly Policies.

The Society is fully committed to the promotion of Family Friendly policies and to the principles of Flexible working as described in the Employment Act 2002. The society has produced a full guide to Work Life Balance, which is available to all employees.

### Health & Safety Policy.

The Health and Safety objectives of the Society are as follows: -

1. To safeguard the health, safety and welfare of all Employees when they are at work.

To protect non-employees from any hazard created by the Society's operatives.

All Employees must be involved in achieving these objectives as far as is reasonably practicable. Health and Safety risk must be assessed within all society operations and suitable working standards developed, implemented and monitored to minimise such risk.

Specific health and Safety duties and responsibilities are further outlined in the Health and Safety guidelines, which are on display at each Unit.

The Society operates a policy of issuing contravention notices to individuals where breaches of Health and Safety policy / procedures are detected. This is in addition to the possibility of disciplinary sanctions being imposed for breaches of Health and Safety policy / procedures.

The Societies policy on Health and Safety is posted on noticeboards in each location and is included in this agreement as **Appendix 4**.

### Personal Protective Equipment / Uniform

Employees undertaking transport duties will be provided with suitable protective clothing which will be replaced as necessary.

Employees are responsible for the regular laundering and repair of such clothing and this remains the property of the Society we reserve the right to request return of this clothing / equipment on termination of Employment.

Employees will be expected to make use of protective clothing and footwear provided. There is a clearly identified health and safety requirement for protective footwear and it will be issued free of charge.

Failure to do so will normally result in disciplinary action.

Uniforms are issued to all Staff after 13 weeks of continuous service and thereafter are replaced according to individual Site policy. Care must be taken to avoid unnecessary damage to PPE.

### Agency / Temporary Worker Policy

The Society and the Joint Trade Unions recognise the need for temporary and/or Agency Staff as the needs of the business dictate. There is however a fundamental commitment to minimising the need for Agency or Temporary Staff.

### Vehicle Management Systems.

It is the Society's intention to install Vehicle Tracking and Monitoring software into its vehicles over the next two years. There will be full consultation with The Joint National Working Group (JNWP) on the impact that they will have in respect to driver's duties, training implications and any perceived impact on Grievance or Disciplinary procedures. This equipment is designed to aid and improve network efficiency and will be focused to this end. These systems will be introduced in partnership with the Trade Unions.

### Training Policy

The Society and Trade Union, in partnership, are fundamentally committed to providing progressive business related training in line with our commitment to Investors in People.

All Staff will receive twice yearly development reviews with their direct line Manager / Supervisor and Training will be delivered in accordance with the needs and priorities identified by Management.



Both the Society and the Trade Union are committed to the training of elected Trade Union Representatives and Managers in the conduct of good Industrial Relations practice.

A copy of the Society Training Policy is posted on notice boards at all units and is included as **Appendix 5**.

### Pensions

The Society operates a contributory Pension Scheme and all Employees are strongly encouraged to join this Scheme. All permanent employees are eligible to join the scheme from the commencement of their employment.

All relevant information and the application form is contained within a specific Pensions booklet, which is available from your Manager.

### Trade Union Procedural Agreement

#### Union Representation

Employees will be represented by Shop Steward(s) elected in accordance with Union rules. Normally Shop Stewards will not act outside the area they are elected to represent but, if necessary, can act on behalf of other constituencies within the Unit.

The Union will notify the Unit Manager of the Shop Stewards duly elected.

In full consultation with the Trade Union Full Time Officer the Society has the right to question the nomination of any individual for Union duties. Ultimately, they may veto appointments as deemed appropriate.

Representation on the National Negotiating Committee will consist of two representatives from each Regional Area (i.e. Scotland/N Ireland, North East England, the Midlands and the South). Area representation will be from both the TGWU and USDAW as appropriate, dependant upon where they have membership. Initially the appointment will be for a two-year period with eligibility for re-election. NNC representatives will be elected by the local members in each region. The representative's duties will be restricted to negotiations on the NNC on the terms of the agreement where they will represent the views of the local stewards in their area.

The National Negotiating Committee will be jointly chaired by the Human Resources Manager from Retail Distribution and the National Officers of the TGWU and USDAW. The chair will be rotated.

The Society agrees to a meeting of the union representatives on the National Negotiating Committee to review the annual pay claim.

The joint National Negotiating Committee will meet at least once a year and on other occasions as deemed appropriate.

Both USDAW and the TGWU will appoint a National Shop Steward who will represent their respective unions on all matters pertaining to the application of this agreement. They will also consult on any issues pertaining to the terms and conditions of all employees subject to this agreement. These representatives will be elected by the NNC stewards. The representatives will carry out their duties on a part time basis as agreed between the National Officers and the Society. Each National Steward will also have an elected deputy for periods of holiday or absence.

(See **Appendix 11** for a description of duties)

#### Facilities for Shop Stewards

Shop Stewards will be granted reasonable facilities for carrying out union duties and will be paid average earnings for agreed time spent on such duties. Guidance on the definition of the facilities is given in the ACAS Code of Practice. \*

The spirit and intent of this clause is that there should be 'no gain or loss' to the individual.

The Society will provide facilities such as travel, stationary and phone for the National Stewards as deemed appropriate. They will normally be required to carry out the duties of a National Steward for 2-3 days a week.

#### Facilities for Union Meetings

Subject to the prior agreement of management, meetings of Union members on Society premises when required will be permitted. Management permission must first be obtained and these arrangements will be subject to the operational requirements of the Unit.

#### Noticeboards

Management will allow accredited Stewards or Trade Union Officials the facility of the Notice Board to display notices relating to official Union business. Such notices must first be submitted to, and approved by, the Unit Manager. Such approval will not be withheld for genuine trade union notices.

#### 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 endeavour 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.

### Disciplinary Procedures

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 his or her 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

- suspended without pay for a period not exceeding 21 days, or 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.

### Security Procedures.

The following procedure must be followed when searches are carried out at Distribution Units.

### Principles

The person normally conducting the search will be a member of Unit Management or the Co-operative Group Security staff although any other person may be nominated by the Distribution Manager in agreement with the Regional Security Officer and a local Trade Union representative.

Searches must be conducted in a manner, which recognises the rights and dignity of the person concerned.

A person selected for a personal search should always be informed of the alternatives available to him/her which are as follows:-

He/she may agree to be searched by the person undertaking the search in accordance with this procedure.

He/she may request that his/her Trade Union representative or, if available, any other person nominated by him/her who is available at the time on the Society premises should accompany him/her.

He/she may refuse to be searched in which case he/she should be informed that he/she is in breach of the Contract of Employment and the

Agreement between the Society and TGWU / USDAW and that the facts will be reported and action taken on this basis. The employee should be warned that they may be liable to dismissal.

The point of search should be located near a convenient exit, which is used by the personnel concerned, and wherever possible this should not be in public view.

Every effort should be made to cover as many people as possible without causing any unacceptable delay.

The selection of the personnel to be searched should be seen as being a random selection.

The person undertaking the search should be accompanied by a senior member of management or nominee.

In the event of any search revealing nothing the employee(s) should be thanked for their co-operation and be allowed to leave as quickly as possible.

Records of the searches undertaken and the results must be maintained. The records should show name, date, location, person carrying out search. Employee requested to sign to confirm that the search has been carried out in a proper manner. The result of the search should be recorded and witnesses should also sign to confirm this.

Employees should themselves remove the contents of their pockets, bags, vehicles, etc and should not permit anyone to do this for them.

If any employee's money or goods are retained by the Society at the Society's request, a receipt for the exact items should be given to the employee.

## Procedures

### Personal Search

Where an employee has been asked to submit to a search he/she will be taken to a room giving privacy.

The employee must be told of the alternatives available to him/her under 2.3 of this Procedure. If he/she asks to have a Trade Union representative or other person available to accompany him/her, arrangements should be made accordingly.



The employee should be asked if he/she has any Society property to declare. If the answer is yes, the property should be produced and identified with a distinguishing mark. The employee should be asked to sign or initial it.

If, during the course of the search, the employee denies having any Society property, he/she should be asked to empty bags, pockets, parcels, packets, etc.

If Society property is found to which the employee has no right, he/she should be told that he/she will be detained whilst Management and Police are informed.

During a personal search employees may be asked to remove outdoor coats and jackets. Any remaining pockets or places where goods may be concealed may be checked by the person undertaking the search.

During a personal search no female may be touched by a male employee nor must any request be made to remove any article of clothing other than outerwear and jackets whilst a male is present. Similarly no male will be touched by any female employee during the act of the search nor must any male be asked to remove any article of clothing other than outwear and jackets whilst a female is present.

### Bag Search

This type of search includes bags, parcels, packets and any other items carried by or visible on the person of any employee. It also includes visual search: i.e. bulky clothing, signs of objects in pockets, etc.

This search can be undertaken at the normal exit and can include all or a majority of staff leaving the building.

Staff should be informed that a general bag search is being undertaken. They should be asked to open bags and parcels they are carrying.

A visual check should be made of the contents of the employees. If there appears reason to make further enquiries, the employee should be informed that he/she should accompany the person making the search to a private room. The personal search procedure should then be carried out in accordance with Section 3.1 above.

## Car Search

This search applies only to vehicles, which have been parked within the perimeter of Society premises. The search should be undertaken at a convenient point on the Society premises.

Vehicles leaving the Society premises should be stopped on a random basis.

The employee should be asked whether he/she is willing to have his/her car searched. He/she should also be asked whether he/she wishes to have present a Trade Union representative or other person who is available. If the driver refuses, he/she must be informed that he/she is in breach of his/her Contract of Employment and the Agreement between the Society and TGWU / USDAW: that the facts will be reported and action taken on this basis. The employee should be warned that they may be liable to dismissal.

The employee should be asked if he/she has any Society property to declare. (If the answer is yes, the property should be produced and identified with a distinguishing mark. The employee should be asked to sign or initial it)

A visual check should be made of the inside of the vehicle. Vehicles will be inspected as thoroughly as is necessary to establish whether any unauthorised Society property is being carried e.g. boot, spare wheel, interior, engine compartment. The employee should be asked to open the boot and to accompany the person undertaking the search. A visual check should be made of its contents. If property (e.g. the spare wheel cover) has to be removed for a fuller inspection, the employee should be asked to do it.

If Society property is found to which the employee has no right, he/she should be told that he/she will be detained whilst management and Police are informed.

## Occupational Health

The Society reserves the right to utilise OH services for the purposes of assisting in the rehabilitation and support of Employees who have been off work / sick for more than 5 weeks.

The Society reserves the right to utilise OH services to assist with the implementation, monitoring and maintenance of ongoing Health and Safety issues.

## Diversity in the Workplace

The Society believes that people are its key resource and that Co-operative principles and values require it to pursue a policy of equality of opportunity in employment.

A detailed Diversity Policy is available on notice boards at every site and is included as **Appendix 6**.

#### Mutual Respect / Communications Strategy

The Society delivers communications training to ALL Staff as an integral part of Training Policy. Mutual respect and active listening are 'corner stones' of our People Policies. Our Communication Strategy is attached as **Appendix 7**.

The Society has a written policy governing Code of Conduct, which includes methods of redress outwith the Grievance procedures. A copy of this code of conduct can be found on notice boards at all sites and is attached as **Appendix 8**.

#### Security of Employment

The Society operates a Security of Employment Agreement, which contains enhanced redundancy terms of settlement. In all cases the Society is committed to searching for alternatives to avoid redundancy.

#### Violence in the Workplace

The Society operates a specific policy aimed at eradicating Violence in the Workplace. This policy is posted on notice boards at all Units and is attached as **Appendix 9**.

#### Bullying & Harassment

The Society operates a specific policy aimed at eradicating Bullying and Harassment. This policy is posted on notice boards at all Units and is attached as **Appendix 10**.

#### Terms and Conditions – Anniversary Dates

The Anniversary of this agreement is 1<sup>st</sup> February.

#### Termination of this Agreement

This Agreement can be terminated at any time by either party by giving six

months written notice.

**Signed for and on behalf of: -**

**The Co-op Group          Signature\_\_\_\_\_ Date:**

**PRINT Name**

**TGWU                          Signature\_\_\_\_\_ Date:**

**PRINT Name**

**USDAW                        Signature\_\_\_\_\_ Date:**

**PRINT Name**