

**January 2016**

**NATIONAL MASONRY AGREEMENT**

**BETWEEN**

**The Co-operative Funeralcare**

**part of**

**The CO-OP**

**and**

**UNION OF CONSTRUCTION, ALLIED TRADES  
AND TECHNICIANS**

**in respect of**

**Craft & Non Craft Employees**

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Full details of Co-op and Funeralcare general policies can be accessed, via the Group's intranet site or by reference to the HR team in Funeralcare.

## **AGREEMENT**

### **1. SCOPE OF AGREEMENT**

This agreement is applicable to: Craft and Non-Craft Employees employed in memorial masonry within Funeralcare, located in England, Scotland and Wales.

### **2. CONDUCT, MANNER AND STANDARD OF APPEARANCE**

All Masonry staff must conduct themselves in a manner, attitude, demeanour and appearance acceptable to the functions which he/she has to perform insofar as the public (the client); the Profession and Funeralcare are concerned.

### **DRIVING LICENCE**

All Masonry staff who are required to drive as a pre-requisite of their job should possess and continue to possess a current valid driving licence. Management may take disciplinary action against an employee who abuses the statutes and regulations laid down by the various Road Traffic Acts. Employees will be regularly required to produce a current driving licence. Failure to do so **may** lead to dismissal.

### **ASSESSMENT DURING PROBATIONARY PERIOD**

All new appointees to masonry positions will be subject to a probationary review on conduct, attitude, attendance and performance within 3 months of engagement with the business. Reviews will also be conducted at 3 monthly intervals within the employee's first 12 months' period of employment. These subsequent reviews will concentrate on the individuals' training, progress and job performance, but will also review conduct, attitude and attendance.

### **ANNUAL PERFORMANCE APPRAISAL**

An annual performance appraisal shall be conducted for all employees. In addition to past performance targets, objective tasks will be set for the year by agreement with individual employees and identification of training needs and individual training plans will be formalised.

## **6. SALARIES WAGE RATES and ALLOWANCES**

The following salaries and allowances will apply with effect from 6<sup>th</sup> January 2016:-

<b>Craft</b>	<b>£27,571 per annum</b>
<b>Non Craft</b>	<b>£18,859 per annum</b>
<b>Chargehand</b>	<b>£28,917 per annum</b>

### **London Allowance:**

Personnel employed in units within the inner London area (as determined by the National Funeralcare Agreement) will be paid an annual allowance of **£3,154** (full time employees). Part time employees will receive a pro rata supplement.

## **7. WORKING WEEK**

Core hours of the business shall be **37.5** hours per week for all grades. Starting and finishing times and lunch-breaks etc will be defined and agreed locally.

## **8. OVERTIME**

Overtime worked in excess of **37.5** hours per week is payable at the rate of time and one half Monday – Saturday (up until noon) and at double time on Saturday (afternoon), Sundays and Statutory Holidays.

## **9. DAILY LUNCH BREAKS**

Daily lunch breaks of a half hour shall be operated between 11.00 am and 2.00 p.m.

## **10. PART TIME EMPLOYEES**

Salaries and general terms and conditions of employment shall be the same as for full time employees but on a pro rata basis to the hours worked. Normal premium rates will apply to part-time employees once they exceed **37.5** hours work respectively (Monday-Friday) in any given week.

## **11. ANNUAL HOLIDAYS**

11.1 Employees with 12 months' service shall be entitled to 4 weeks and 3 days annual holiday. A minimum of 2 consecutive or single weeks of this annual entitlement

must be taken between the 1st May and 15th October in each year, by mutual agreement. In special circumstances this 2 week holiday may be allowed outside the normal period, subject to agreement between Management and the employee concerned and will be governed by the needs of business at that time.

- 11.2 The holiday year runs from 1st April to 31st March and holiday entitlement is accrued during each month of the year. For example, an employee entitled to twenty three days per year accrues 1.9 days leave per calendar month.
- 11.3 The remainder of the employee's holiday shall form a reasonable balance of 'odd' days and consecutive days of holiday and shall be the subject of local agreement, subject to the needs of the business. In order to minimise business disruption and to avoid a build up of untaken holidays at the holiday year end (ie February - March) employees should plan their annual entitlement at the earliest opportunity with their Manager.
- 11.4 An employee's entitlement to annual leave increases with length of service. The increased entitlements will be granted on 1st April following the date on which the employee has the required length of service.
- 11.5 Holidays must be taken during the period referred to above and up to 5 days holiday entitlement can be carried over into the following year to be taken within the first 4 weeks of that holiday year with the employees' line managers approval. Payment can not be made in lieu of holidays.
- 11.6 An employee leaving the employ of the Co-op shall be paid accrued holiday remuneration on the basis of 11.2 above for any period of employment in respect of which a holiday with pay has not been granted.
- 11.7 Holiday remuneration shall be paid via payroll as part of normal four weekly pay.
- 11.8 For those employees working less than 5 days per week, holiday entitlement will be expressed in weeks rather than days, ie 4.4 weeks, 5.4 weeks, 5.8 and 6.0 weeks dependent on length of service as per clause 15.1, 15.10, 15.12 and 15.14.
- 11.9 Holidays will be paid pro rata, in accordance with the individual's basic salary (if salaried) in effect at that point in time or the previous year's P60 earnings divided by 52 for those employees who are eligible for overtime payments (or 12 week average for employees with less than 1 years service).
- 11.10 Those employees who have completed 2 years' continuous service by the 1st April will receive 5 days additional holiday, giving a total annual entitlement of 28 days.
- 11.11 An employee with 2 years' continuous service and less than 5 years' continuous service at 31st March will on leaving the Co-op, be paid accrued holiday remuneration on the basis of 0.53 days per full week worked for any period of employment in that leave year in respect of which a holiday with pay has not been granted.
- 11.12 Those employees who have completed 5 years' continuous service by the 31st

March will receive another 1 day's entitlement from 1st April giving a total entitlement of 29 days annually.

11.13 An employee with 5 years' continuous service and less than 10 years' continuous service at 31st March will on leaving the Co-op, be paid accrued holiday remuneration on the basis of 0.55 days per full week worked for any period of employment in that leave year in respect of which a holiday with pay has not been granted.

11.14 Those employees who have completed 10 years' continuous service by the 31st March will receive a further 3 days additional holiday from 1st April giving a total annual entitlement of 31 days.

11.15 An employee with 10 years' continuous service at 31st March will on leaving the Co-op, be paid accrued holiday remuneration on the basis of 0.59 days per full week worked for a period of employment in that leave year in respect of which a holiday with pay has not been granted.

## **12. CUSTOMARY/STATUTORY HOLIDAYS**

12.1 The following days are recognised and allowed as holidays and any other day pronounced as a National holiday by the Government:

- a. **England and Wales:** Christmas Day; Boxing Day; New Year's Day; Good Friday; Easter Monday; May Day; Spring Bank Holiday; Late Summer Bank Holiday; and one other day to be determined locally – Total 9 days.
- b. **Scotland:** Christmas Day; Boxing Day; New Year's Day; Easter Monday; May Day, Glasgow Fair (2 days), September Weekend (2 days). - Total 9 days
- c. And any other day decreed by public proclamation

12.2 Where it is not the custom to observe the holidays set out above, or when a customary holiday falls on a Saturday or Sunday, other days not fewer in number may be substituted by mutual agreement.

12.3 Payment for customary holidays will be dependant on attendance at work on the normal working day (or night) immediately prior to and following the customary holiday period (unless certified unfit by Medical Certificate or absent by permission of the Management). Any cost of providing a Medical Certificate will be reimbursed to the employee on production of a receipt. Payment for public /statutory holidays will be based on average earnings of each individual at the time (based on their last 13 weeks earnings).

## **13. EXPENSE GUIDELINES IN RESPECT OF JOURNEY WORK**

Expenses will be paid in line with the Co-op's expense policy. All travel / accommodation must be booked in line with the society policy using the Travel Management process.

**14. TRADE UNION MEMBERSHIP**

In accordance with the Trade Union and Labour Relations (Consolidation) Act 1992, the Co-op has Trade Union Membership Agreements with those Unions which are recognised signatories to Agreements covering the wages and conditions of all employees within the Co-op. As such all employees covered by this Agreement are encouraged to become members of UCATT.

**15. CONFLICT OF INTEREST**

It is agreed between the parties that in order to carry out his/her duties to a standard mutually acceptable to the Funeral Profession, the general public and the Co-op, no employee whilst party to this Agreement shall undertake any work in his own time which may conflict with these interests. The Co-op will, in the first instance, determine what constitutes a conflict of interest but any employee may contest such a ruling through the Grievance Procedure.

**16. TERMINATION OF AGREEMENT**

This Agreement is to be operative from 6<sup>th</sup> January 2016 and shall remain in effect unless amended and agreed between the parties or terminated by either party giving to the other 3 months' notice in writing.

**Signed for and on behalf of:**

<b><u>Co-op</u></b>	<b>Signature:</b>	<b>Print Name:</b>
		<b>Date:</b>
<b><u>UCATT</u></b>	<b>Signature:</b>	<b>Print Name:</b>
		<b>Date:</b>

## **APPENDIX A**

### **NATIONAL MASONRY AGREEMENT**

#### **SICKNESS SCHEME**

##### **1.0 INTRODUCTION**

This Sickness Benefit Scheme shall come into operation with effect from Monday 30th May 1983 as amended in September 2001.

##### **2.0 TYPE OF SCHEME**

The scheme shall be non-contributory and shall be entirely paid for by the Co-op.

##### **3.0 ELIGIBILITY**

3.1 All employees who are paid in accordance with the above-mentioned Agreements shall be eligible for membership of the Scheme where:

3.1.1 they have been employees of the Co-op for not less than 3 consecutive months.

##### **4.0 MEMBERSHIP**

4.1 Membership of the scheme is a condition of employment for all eligible employees who will be automatically brought into the scheme. They will not be required to make any formal application for membership and will not be required to produce any evidence of health.

##### **5.0 TYPES OF ABSENCE COVERED**

The provision of this scheme shall apply to all absences resulting from incapacity due to sickness or accident - unless specifically excluded under clause 6.0

##### **6.0 EXCLUSIONS**

6.1 This scheme does not cover absences due to incapacity arising directly or indirectly under the following circumstances:-

6.1.1 self inflicted injury or illness (to be further discussed)

6.1.2 participation in war, riot or civil commotion

6.1.3 participation in a strike, or other industrial action whether official or unofficial,

6.1.4 participation in professional sports or games,

any gainful occupation outside normal working hours,

incapacity during holiday periods for which the employees received holiday pay.

##### **7.0 PROCEDURE FOR CLAIMING SICKNESS BENEFIT**

7.1 Any employee incapable of working due to sickness or accident must notify their



supervisor or arrange for their supervisor to be notified by 10.00 a.m. on the first day of absence from work. Failure to do so may lead to them not receiving pay for that day.

- 7.2 In the case of absence of 7 consecutive days' duration (including weekends) or less, except where hereinafter provided, no medical evidence need be produced by the employee in order that they be entitled to payment (see 14.0).
- 7.3 In the case of absences of 7 days or more duration (to include weekends) then 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 illness (to be sent to the business as soon as possible), and thereafter at weekly intervals throughout the duration of the absence.
- 7.4 The Co-op reserves the right to require an employee claiming sick pay to furnish such supplementary medical evidence or other information as may be necessary. Any expense incurred as a result of such a request will be met by the Co-op.
- 7.5 The Co-op may also require an employee claiming sick pay to undergo medical examination by a doctor nominated by the Co-op, but in this event the fee for such examination will be paid by the Co-op.

## **8.0 CLAIMS PROCEDURE**

### **8.1 Absences of 7 days' duration or less**

- 8.1.1 On the satisfactory production of a Self Certification Form, employees unable to work because of any incapacity covered by this scheme shall receive from the Co-op, by way of sick pay, their basic rate, as defined in the appropriate Funeral Services Group Domestic Agreement. Unless specifically excluded from Statutory Sick Pay (S.S.P) provisions, the calculation used for payment for sickness is at the same rate used for holidays and will include the appropriate amount of Statutory Sick Pay due.
- 8.1.2 If an individual employee has been notified that he/she has been excluded at the time of illness from S.S.P. provisions, then he/she will be required to complete a Government Self Certification Form (S.C. 1) and hand it to their Manager with a stamped addressed envelope, addressed to his/her local D.S.S. Office. In instances of S.S.P. exclusion, payment will be based on the above rate less the amount they received in respect of the National Insurance Scheme's flat rate benefit and Industrial Injuries Benefit. The flat rate benefit shall be taken to include any amounts in respect of dependants' and or children's allowances. Proof of National Insurance Benefit entitlement received should also be forwarded to the Manager (Form BSI 2). Those employees who at 25th May, 1981 have had more than 20 years' continuous service with the Co-op, shall only have deducted from their sickness payments the single persons' rate of National Insurance Benefit.
- 8.1.3 Odd days of entitlement shall be calculated as one-fifth of the weekly rate of benefit. Specifically in the case of the first 3 waiting days of an absence - no deduction shall be made, (i.e., in cases when no S.S.P. or National Insurance

Benefits are received), unless 2 absences are linked by 8 weeks or less.

## **8.2 Absences of 8 or more days' duration**

- 8.2.1 Employees unable to work, and whose absence exceeds 7 days' duration, because of any incapacity covered by this scheme, shall receive from the Co-op by way of sick pay, the rate outlined above (same calculation as holiday pay). Unless specifically excluded from S.S.P. provisions, the latter amount shall include any Statutory Sick Pay due to the individual. Payment is subject to the satisfactory production of a G.P.'s medical certificate or hospitalisation certificate.

8.2.2 If an individual employee has been notified that he/she has been excluded from S.S.P. provisions at the time of illness, then he/she will be required to send or hand in to their Manager a medical certificate or hospitalisation certificate together with a stamped addressed envelope, addressed to his/her local D.S.S. Office. Payments by the Co-op will be on the basis of the above rate of pay, less the amount they received in respect of the National Insurance Scheme's Flat Rate Benefit and Industrial Injuries Benefit. The Flat Rate Benefit shall be taken to include any amounts in respect of dependant's and/or children's allowances. Employees will be required to produce, or post to their Manager, documents relating to National Insurance Benefit (Form BS12) and Industrial Injuries Benefit.

8.2.3 No deduction from Co-op Sickness Benefit shall be made in respect of the first 3 waiting days of an absence of 8 days' duration or more, unless 2 periods of absence are linked by 8 weeks or less.

### 8.3 General Provision

8.3.1 For the purpose of this scheme, married women who do not make full contribution to the National Insurance Scheme will be deemed to have done so.

8.3.2 The administration of the payment of sick pay shall be determined locally in conjunction with Payroll dept, but shall not in any event be allowed to unreasonably delay such payment.

8.3.3 The Co-op shall be entitled to deduct from sickness payments any employee contributions to the Employee's Pension and Death Benefit Scheme and any other 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.

8.3.4 Although the Co-op requires a minimum of 3 months' service before being eligible for benefit with full pay, employees unless specifically excluded shall receive the appropriate level of Statutory Sick Pay during the first 3 months of engagement.

### 9.0 MAXIMUM SICK PAY/SICKNESS YEAR

9.1 The length of sickness absence permissible for any employee covered by the Agreements detailed at sub paragraph 3.1 is dependent upon their service in accordance with the following table:-

<i>Service</i>	<i>Sickness Absence (per rolling 12 month period)</i>
After 3 months	10 weeks
After 2 years	15 weeks
After 4 years	20 weeks
After 10 years	26 weeks

9.2 For the purpose of this scheme "sickness year", means the shortest of the 3 following definitions:-

9.2.1 the period of 12 consecutive calendar months immediately prior to the first day of absence due to sickness or incapacity terminating on the day immediately prior to that first day of absence or

9.2.2 the period of employment since the commencement of employment, or

the period since the introduction of the scheme.

Notwithstanding the provisions of 9.1 the Co-op shall retain the sole discretion to extend the entitlement of any employee for such reasons as it may see fit.

The Co-op reserves the right to withhold payment should an employee fail to attend medical examinations by their own GP, company nominated GP or independent examiner. The Co-op would reimburse the employee for any expense incurred in any such examination being conducted.

## **10.0 MISUSE OF SCHEME**

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

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

10.3 Where, following the introduction of this scheme, there is at any Unit a marked increase in absenteeism then the Society retains the right after appropriate consultation to withdraw all or part of the employees or any individual employee at that Unit, covered by the scheme, from the provisions of clause 7.2 of the scheme. Such a withdrawal may take one of the two following forms:- either

10.3.1 the introduction of 3 waiting days or

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

## **11.0 REFUND OF SICK PAY RECEIVED**

11.1 In cases where an employee is awarded any sum by way of damage or compensation against a third party in respect of sickness or injury, any payment received under the terms of this scheme may be repayable up to an amount not exceeding that of the damages or compensation.

## **12.0 REVIEW OF THE SCHEME**

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

## **13.0 TERMINATION OF THE SCHEME/MEMBERSHIP**

13.1 Membership of the scheme will automatically terminate:-

13.1.1 upon the termination of the scheme,

13.1.2 upon an employee leaving the Group's employment or being transferred out of the bargaining unit,

upon an employee reaching his or her normal retirement age,

if an employee makes wilful or fraudulent misrepresentations in order to claim sick pay.

13.2 The scheme may be terminated by 3 months' notice by either side.

**14.0 SELF CERTIFICATION FOR ABSENCES OF 7 DAYS' DURATION OR LESS**

14.1 Employees who are absent through illness for a period of 7 days' duration or less are required on returning to work, to fill in a Self Certification Form giving brief details of the reason for absence. These should be signed in the presence of the manager /Supervisor, or his / her nominated deputy.

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