

# **The Co-operative Group Retail Distribution**

## **National Agreement for Team Leaders and Management Support Roles**

### **APPENDICES**

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**V. 5.1 November 2008**

## **Appendix 1**

### **National Supervisory Agreement**

#### **Additional Shift Working**

Where there is a requirement for supervisors to work additional shifts then the first 5 additional shifts during the year (January to December) will be compensated by lieu time being given. No additional payments are to be made until the supervisor has worked in excess of 5 extra additional shifts during the year. Where they do work more than 5 then they have the option of either lieu time or a fixed payment depending on what shift they work on:

Dayshift Rate	£88.00
Backshift Rate	£95.00
Nightshift Rate	£105.00
Rotating Days/Backs	£91.50

Any additional shifts worked **MUST** be authorised by the Distribution Manager (or their deputy in their absence). Payment for additional shifts cannot be made directly into Temposoft, you must advise your HR Administrator who will ensure payment is made.

A period report will be generated by the HR Administration function for all Distribution and Regional Operations Managers advising on which supervisors have received additional shift payments.

# **APPENDIX TEN**

## **RESPECT WORKS**

### **Why do we have a Respect Works policy?**

Everyone within the Group has a responsibility to treat each other the way they would like to be treated themselves - with respect.

Respect Works - and helps create a productive working environment, which fits strongly with the values of the Society.

### **The aim of this policy**

The policy is intended to provide you with clear guidelines about:

- what is and isn't appropriate behaviour within the organisation
- what you can do if you witness or experience inappropriate behaviour
- the support that is available if you witness or experience inappropriate behaviour.

This policy is not intended to impose a sterile working environment on the organisation. The Co-operative Group does, however, have a strong commitment to eradicating inappropriate or disrespectful behaviour from the organisation.

### **Who the policy applies to**

- Employees of the Co-operative Group (whether temporary or permanent)
- Suppliers and contractors of the Co-operative Group

### **What is not covered by this policy?**

Issues relating to your performance against any objectives set for your individual role are not covered by this policy. By this, we mean those business targets set for you by your line manager.

These will be managed separately by following the performance management process (PMP) or administration & support performance management process, as appropriate.

For example: complaints relating to the outcome of a PMP review will not be addressed under the Respect Works policy.

### **What do we mean by bullying, harassment and discrimination?**

To give you a clear understanding of the type of behaviours this policy covers, the following definitions have been provided.

#### **Bullying**

This may be characterised as either persistent or serious (one-off) incidents involving offensive, intimidating, malicious or insulting behaviour. Additionally, bullying may be an abuse or misuse of power through means that undermine, humiliate, denigrate or injure the recipient.

Examples of what bullying is:

- Divisive, unreasonable behaviour, such as humiliating a colleague by shouting or discussing sensitive issues in the open office area
- Violent, physical or verbal abuse
- Isolating individuals from the team
- Disrespectful comments or actions towards others.

Examples of what bullying is **not**:

- A genuine and welcomed personal compliment
- Uncharacteristic, isolated loss of temper under extreme pressure
- Constructive criticism on performance
- Rejection of holiday requests based purely on business requirements.

### **Harassment**

In general terms, harassment is unwanted and unreasonable conduct affecting the dignity of men and women in the workplace or any other work-related environment or situation.

An example of harassment is:

- Repeated invasion of personal space, through continued, unwanted presence or pestering by an individual.

### **Discrimination**

Discrimination is where an individual is treated less favourably because of a personal differentiating factor, such as their gender or their ethnicity. The Group's Diversity Policy should be referred to for further detail on this area.

**Direct discrimination** occurs when someone is treated less favourably, purely because of a personal factor.

An example of direct discrimination is:

- An individual not being recruited purely because of his or her disability that, through reasonable adjustments, would not affect their ability to carry out the role.

**Indirect discrimination** occurs when selection criteria, policies, employment rules and any other practices that are seemingly neutral have an adverse effect on certain groups.

An example of indirect discrimination is:

- The introduction of a headwear policy within the workplace that applies to all employees. This will disadvantage Sikh staff who wear turbans for religious reasons.

A person is entitled to accept and object to different behaviour from various individuals - what is acceptable from one colleague may be objectionable from another. Moreover, a person is entitled to have different reactions to similar behaviour over time – what was funny yesterday or last week is not necessarily so now or in the future.

## **Other forms of unacceptable behaviour**

We recognise that bullying, harassment, discrimination and other forms of unacceptable behaviour can occur in many forms.

### **Email system**

In line with the Computer Use Policy, employees are expected not to use the email system, intranet or internet to generate and/or pass on to others any material whether in text, pictures or any other form, which may be regarded as offensive. We understand that it is not always possible to control the incoming flow of such materials; however, you are expected to contact the sender and advise them not to send such material in the future.

It is important to understand that the sender does not determine the question of what is unacceptable; it is up to the recipient and/or the business to determine whether a communication is acceptable or not.

### **Use of images**

The display of images in the workplace that are of an extreme nature, or are felt to be disrespectful by an individual, are not permitted. It is important to remember that although an image may not cause offence to yourself, it may cause offence to others.

Examples of unacceptable images include (but are not limited to):

- Provocative or naked pictures of men or women
- Politically sensitive images
- Images with disrespectful slogans.

### **What we will not monitor**

We want to make sure that the procedures and support we put in place as part of the Respect Works programme are effective and most importantly are helping to rid the organisation of bullying and harassment.

A key part of the monitoring is to track, on an ongoing basis, the type of inappropriate behaviour that is being experienced across the Group. This will help us to identify any trends of inappropriate behaviour and put in place additional support or take specific action as necessary.

### **Raising a formal complaint**

We want to be able to manage any issues relating to bullying, harassment, discrimination or inappropriate behaviours in an informal, amicable manner. This will help us develop, both as individuals and as an organisation. How we manage and prevent issues within our own teams will help us understand what the appropriate behaviours are for the workplace.

However, we do understand that some issues cannot be resolved via the informal routes. It is important these issues are dealt with appropriately via a formal complaints procedure.

Before you raise a formal complaint, make sure you are aware of the process and the possible outcomes of the process. Your HR manager or line manager is responsible for discussing the process with you and will be in a position to advise you of all the possible outcomes.

Each and every formal complaint will be investigated thoroughly, promptly and impartially through the Society grievance procedure.

**Further details on Respect Works can be found on PULSE**

**Appendix ELEVEN**

**Co-operative Retail Logistics**

**Society Sickness Agreement**

(October 2007)

## 1. Scope of Agreement

This agreement is effective from October 2007.

This agreement covers all employees employed on the following terms and conditions:

NMA Warehouse & Clerical  
CRL Supervisory Agreement

## 2. Principles of Agreement

Any employee incapable of working due to sickness or accident must ensure they comply with all of the procedures defined within the Co-operative Retail Logistics Absence Management Procedure. Unless there are exceptional circumstances failure to do so may lead to the non-receipt of pay for that day.

Payment of sick pay and/or statutory sick pay will be made only where such procedures have been followed:

A copy of employees responsibilities are contained in **Appendix 1**.

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 Contractual Pay.

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.

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.

## 3. Entitlement

Where an employee has completed 12 month or more continuous service, subject to the Society's absolute discretion, which shall not be unreasonably withheld and the employee's compliance with all procedures they may receive Society Sick Pay up to a maximum as outlined below. This entitlement relates to any rolling 12-month period. It is intended to complement Statutory Sick Pay (SSP). For employees who qualify for SSP, Co-operative Sick Pay is paid in addition to SSP up to the normal contractual basic wage.



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

<u>Service</u>	<u>Sickness Absence Weeks</u>
Less than 1 year	0
1 year but less than 2	1
2 years but less than 3	2
3 years but less than 4	4
4 years but less than 5	6
5 years but less than 6	9
6 years but less than 7	13
7 years but less than 8	18
8 years but less than 9	22
9 years but less than 10	26
10 years or more	30

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

Individual entitlement is uprated on the anniversary of the employee's start date. If, however, an employee is absent due to sickness on the anniversary the new entitlement will not apply until the first day of the return to work.

In all cases where the entitlement has been exhausted a minimum of 13 weeks' active employment must elapse before any further claim can be made.

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.

#### **4. Termination of the Agreement**

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.

## **5. Amount of Co-operative Sick Pay**

Employees will receive the equivalent to their normal basic daily/weekly rate of pay plus any contractual shift allowance payable for any period of sickness absence, taking into consideration their own individual entitlement.

## **6. Sick Pay and Public Holidays**

When a public holiday falls within a period of approved sickness absence the employee will receive a lieu-day for the public holiday. The public holiday will be classified as sickness absence for the purposes of Co-operative Sick Pay and as one continuous sickness period.

## **7. Compulsory Absence**

Where an employee is compelled by a medical authority to be absent from work following contact with a notifiable disease, such absence shall be classed as special leave with contractual basic pay, rather than sickness absence. If any benefits are paid under any statutory or local authority regulations, the Society shall pay the amount necessary to make up the normal contractual wage.

## **8. Repayment of Co-operative Sick Pay**

All non-statutory payments paid to the employee during absence due to sickness or injury will be treated as a loan by the Society if compensation is subsequently recovered by the employee from a third party (including private insurance). It is a condition of the Society's contractual sick pay scheme that any payments made under the scheme are repaid to the Society in full if compensation is recovered from a third party. The Society reserves the right to deduct the amount of any such monies paid to the employee and subsequently recovered from a third party from the employee's ongoing salary payments. The amount of any repayment to the Society required in those circumstances will be determined by the Society but will not exceed the actual damages recovered or the part thereof identified as loss of earnings.

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**Co-operative Retail Logistics**  
**Sickness Process**  
**Information for Employees**

**1.1 Sick pay and SSP**

The Co-operative Group pays Statutory Sick Pay (SSP) in accordance with statutory requirements and Co-operative Sick Pay where required under our contractual arrangements with our employees.

If an employee fails to comply with this process, then disciplinary action may be necessary in some cases. Where an employee fails to notify us of their sickness, sick pay (Statutory Sick Pay/Company Sick Pay) might also be stopped.

**1.2 Notification process**

When an employee is absent they must personally notify their line manager or another member of the management team of their absence (Coventry employees should call the dedicated telephone line).

The employee should call **as soon as they know** that they are unable to work. A text message or e-mail is not acceptable.

As a minimum they must give at least one hours notice prior to the shift start, except in exceptional circumstances or if something different has been agreed locally.

The employee should inform their manager:

- The reason for absence
- Their anticipated date of return
- Any other relevant information, for example, time of a doctor's appointment

The employee must telephone their manager every day they are due to work for the first week of their absence and then once a week thereafter, unless alternative arrangements are agreed with their line manager.

If the employee knows at the time of reporting the absence that they will not be returning to work for a certain number of days an alternative arrangement may be made at the discretion of the line manager with regard to the frequency of contact calls. For absences longer than 1 week the employee should contact the manager at least once a week so as to maintain contact.

**1.3 Self Certification and Medical Certificates**

Employees who are absent for 7 calendar days or less must complete a Self-Certification on return to work. This should be completed during the return to work interview.

If the sickness extends beyond 7 calendar days a medical certificate from a registered medical practitioner must be provided by the employee to cover the

absence from the eighth day onwards. This must be submitted as soon as it is obtained. The Society may also ask that in some instances medical certificates are provided prior to the 7<sup>th</sup> calendar day.

Further certificates should be submitted at the intervals given on the medical certificate.

#### **1.4 Notification of Return to Work**

If the employee's absence is longer than a day, they must contact a member of the management team the day before they are due to return to work, to confirm and clarify their start time.

Please note in some cases it may be necessary for the employee to see their doctor and obtain a certificate to indicate that they are fit to work before they return.

#### **1.5 Return to Work Process**

The line manager will conduct a return to work interview with the employee to ensure that they are fit to return to their normal duties. A risk assessment may also be conducted if appropriate (for example, if the employee is returning from long term sick).

#### **1.6 Persistent short-term absenteeism**

Frequent and persistent short-term absences resulting in three occasions in any 12-month period will be investigated by management. This may result in disciplinary action being taken.

If the employee's attendance fails to improve, this will result in the escalation of the disciplinary process in the normal manner.

#### **1.7 Requirements to submit to a medical examination**

The Group reserves the right to request that an employee grants us permission to seek information from their GP about their condition.

Any employee should, if required by the society during any period of prolonged absence or frequent absence, consent for their GP to provide a medical report or undergo a medical examination by an independent medical practitioner (Capita).

Human Resources will not ask the GP to submit all medical records, and will not seek any information about matters unrelated to the employee's current condition. This request should not be unreasonably refused by the employee. However if the employee does refuse, any decisions made in relation to their future employment, can only be based on the information that is available.

#### **1.8 Long term absence**

In some circumstances, when an employee has been absent for some time and cannot give a prospective date for return, there may be grounds for dismissal for reasons of 'capability'.

This action will only be considered after all other options have been explored and exhausted with the employee.

## **Appendix Twelve**

### **Probationary Period**

All employees, within Food Retail Supply Chain, will be subject to a probationary period of 26 weeks, from the date their employment commences.

The purpose of the probationary period is to ensure the employee understands what is expected of them, in their role and to monitor and review this, drawing particular attention to any areas that require improvement.

A probationary review will be undertaken, to ensure the employee has been trained adequately and is capable of performing all tasks required in the role. Monitoring will therefore be undertaken to assess:

- Conduct and attitude
- Time keeping and attendance
- Team contribution
- Work performance and standards

Should the required standards not be achieved, by the end of the 26 week period, an extension may be proposed, where there have been mitigating circumstances which have prevented the probationary period being completed to a satisfactory standard.

Should the employee not be able to complete the required 26 week probationary period, or subsequent extension, to a satisfactory standard, their contract of employment will be terminated. Any dismissal will be in accordance with the required statutory legislation. The disciplinary procedure will not apply to any employee during their probationary period.

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This action will only be considered after all other options have been explored and exhausted with the employee.

## **APPENDIX THREE**

### **HEALTH & SAFETY POLICY**

**The Health and Safety objectives of the Society are to:**

- Safeguard the health, safety and welfare of all employees when they are at work.
- Protect non-employees from any hazard created by the Society's operations.

All management and 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 are outlined below:

**The Society Management Executive:**

- Accepts ultimate responsibility for the health, safety and welfare standards within the Society, which as a minimum must meet legislative requirements.
- Will regularly review the Society's health and safety performance, taking appropriate action as a result.
- Will provide adequate resources to ensure that standards can be implemented effectively and that competent/specialist advice on health and safety issues is available to all Society management.

**Controllers/Operational General Managers will develop arrangements for health and safety within their business area and in particular:**

- Ensure that any Society standards for health and safety are implemented.
- Define how health and safety is to be managed and allocate specific responsibilities to individuals as appropriate.
- Use the assistance of competent/specialist advise as appropriate to assess the safety risks within their operation and to develop and implement standards and working practices that minimise the risks.
- Ensure that all employees within their operation are aware of any health and safety risks connected with their work and have received adequate training in the safe working procedures developed.
- Monitor health and safety performance and regularly re-assess the health and safety risks.

**The Director of Human Resources will manage the specialist health and safety function and through it will:**

- Keep the Management Executive informed about the Society's health, safety and welfare performance.
- Continuously monitor and review the Society's health and safety performance and changes in health and safety legislation and advise the management executive of any new Society standards or arrangements that should be adopted as a result.

- Co-ordinate the activities of the specialist resource available within the Society to provide advice to management on all health, safety and welfare matters and the development of suitable standards and procedures.

**All Society employees must play their part in meeting the objectives of the health and safety policy by:**

- Taking reasonable care of their own health and safety and that of colleagues and of other people who may be affected by their work activities.
- Co-operating fully with management by always working to the standards and practices designed for their safety and in which they have been trained.
- Reporting immediately to management any situation at work, which they consider to be a danger to the health, safety or welfare of themselves or others.

## **APPENDIX FOUR**

### **TRAINING AND DEVELOPMENT POLICY**

#### **What is training and development?**

Any activity that develops skills and knowledge or improves performance.

This includes training courses and further education; computer based training and open learning programmes. Also included is 'on the job' coaching, job swaps and shadowing, together with guidance from experienced colleagues.

#### **What are the benefits?**

You will have the skill and knowledge to do your current job and to improve your current performance. You are equipped to meet the challenges of the future.

#### **Our commitment**

- You will receive induction training.
- You will receive an introduction to our co-operative values.
- You will receive the relevant training to ensure we meet legal requirements.
- You will receive the knowledge and skills training to meet the requirements of your job.
- You will receive a performance review at least once a year and will have an opportunity to discuss your training and development needs.
- Where appropriate the Society will provide financial support to assist employees to gain relevant educational and vocational qualifications.

#### **Management support**

Your manager will ensure you receive a performance review and will prepare a personal development plan for you.

Your manager will ensure the agreed training takes place and will discuss with you the benefits of such training.

#### **Your responsibility**

- To identify your own training and development needs and discuss these with your manager.
- To make use of training to improve your performance.
- To give us constructive feedback on the training you undertake.

**The Society encourages all staff to develop themselves to their full potential and will ensure everyone has equal access to the appropriate education, training and development opportunities.**

# **Co-operative Retail Logistics**

## **Grievance Procedure**

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# Co-operative Retail Logistics

## Grievance Procedure

### Introduction

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.

Any grievance in relation to bullying and harassment, whistleblowing or inappropriate behaviour should be dealt with in conjunction with the 'Respect Works Policy'.

In the first instance all employees/local shop stewards need to raise the grievance informally (verbally) with their immediate supervisor. This allows for problems to be resolved quickly. The immediate supervisor should respond verbally to the employee within 7 days of the informal grievance being raised. If a grievance cannot be settled informally, the employee should follow the formal procedure set out below:

### Individual Grievance Procedure

Stage 1 – If unresolved at the informal stage the employee should raise the grievance formally at the first stage. The first stage should be raised in writing either by the employee or the local shop steward with the department manager (i.e. traffic manager) within 7 days of receiving the response from the informal stage. If the complaint is against the person with whom the grievance would normally be raised the employee can approach that person's manager.

The manager should fully investigate the grievance and respond in writing with the outcome within 7 days of receiving the Stage 1 grievance letter. If it is not feasible to respond within 7 days the Manager should notify the employee/and or local shop steward of this and an anticipated date of response.

If an employee is unhappy with the decision after Stage 1, the individual can appeal to the next stage.

Stage 2 – If unresolved at Stage 1 the Local Steward should escalate to the National Steward who should then where applicable raise an appeal in writing within 7 days of receipt of the written outcome of stage 1, with the next level of management (i.e. Distribution Manager).

The manager should fully investigate the grievance and respond in writing with the outcome within 7 days of receiving the Stage 2 grievance letter. If it is not feasible to respond within 7 days the Manager should notify the employee/and or local shop steward of this and an anticipated date of response.

If an employee is unhappy with the decision after Stage 2, the individual can appeal to the next stage.

Stage 3 – If unresolved at Stage 2 the National Steward should escalate to the Full Time Official. The National Steward should then where applicable raise an appeal in writing within 7 days of receipt of the written outcome of stage 1, with the next level of management (i.e. Regional Operations Manager).

The manager should fully investigate the grievance and respond in writing with the outcome as soon as is reasonably practicable.

This exhausts the individual grievance procedure.

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 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 as soon as practicable, with next level manager (Head of Operations).

The manager should fully investigate the grievance and respond in writing with the outcome as soon as is reasonably practicable.

If unresolved the matter will be referred to ACAS on voluntary basis 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 formal Grievance stages should receive a written response from the appropriate Society Official within the times specified above. There will be certain circumstances where this time-scale will not be sufficient and Society Officials will communicate this delay in writing to the employee/and or union official and ensure that a response is issued as soon as reasonably possible.

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

Employees have the right to be accompanied by either a trade union official or a fellow employee throughout the grievance process. It is the individuals responsibility to ensure their colleague or representative is available for the hearing. If an employee's companion cannot attend on the proposed date, the employee can suggest another date so long as it is reasonable.

During the grievance process the employee/union official will be allowed to explain their complaint and state how they think it should be settled. If during the hearing the manager reaches a point where they are not sure how to deal with the grievance or feel that further investigation is necessary the meeting should be adjourned to get advice or make further investigation.

The Society will respond in writing to the employee's grievance within the timescales specified above.

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

# **Co-operative Retail Logistics**

## **Disciplinary Procedure**

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# **Co-operative Retail Logistics**

## **Disciplinary Procedure**

### **Introduction**

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. The procedure covers all Warehouse Operative, Clerical Staff and Drivers.

Without prejudice to the above, the procedure does not apply to:

- termination during or at the end of a probationary period of service (including any extended probationary period of employment) - where a basic procedure in line with the statutory dismissal and disciplinary procedure will apply instead;
- termination by mutual consent.

The Society reserves the right to implement the procedure at any stage as set out below taking into account the alleged misconduct of an employee. Employees will not ordinarily be dismissed for a first disciplinary offence except in the case of gross misconduct when the penalty will summarily dismissal (without notice or payment in lieu of notice).

The Society allows employees to be accompanied at any disciplinary/investigatory hearing by a fellow worker or trade union official of their choice.

If an employee who is an accredited representative of a trade union recognised by the Society is suspected of having committed a disciplinary offence, they would have the right to be accompanied by a local Full Time Official. The Full Time Official should be notified in all cases.

### **Investigation**

A relevant manager or supervisor will promptly and thoroughly investigate any matter that is reasonably suspected or believed to contravene any of the Society's policies or rules or may otherwise be a disciplinary matter. The employee will be informed as soon as possible as to the fact of an investigation and when it has been concluded.

Where it is believed that the matter to be investigated involves serious misconduct, the employee may be immediately suspended from work on full pay and contractual benefits. If serious misconduct is not initially suspected or believed to have occurred, but during the course of an investigation the person conducting it reasonably forms the opinion that a serious breach of discipline may have occurred, the employee who is the subject of the investigation may then be suspended. Any decision to suspend will be confirmed in writing and such written

confirmation will state that the nature of the suspension is precautionary, not disciplinary, pending the outcome of the investigatory proceedings.

Depending on the circumstances of the case, the employee may be invited to attend an investigatory interview. If such an interview is held prior to a disciplinary hearing, the employee will be informed at the outset that the interview is an investigatory interview. The Society reserves the right to dispense with an investigatory interview and to proceed directly to a formal disciplinary hearing.

## **Procedure**

Where, upon completion of an investigation, there are reasonable grounds to believe that an employee has committed an act of misconduct, the employee will be invited to attend a disciplinary hearing. In the event of poor performance by an employee, disciplinary hearings will usually be undertaken only where counselling of the employee and further training (if appropriate) have failed to produce a satisfactory improvement to performance.

In the event of a disciplinary hearing taking place the Company will:

- (a) give the employee a minimum of 24 hours advance notice of the hearing;
- (b) tell the employee the purpose of the hearing and that it will be held under the Society's disciplinary procedure;
- (c) give the employee written details of the nature of his/her alleged misconduct; and
- (d) provide to the employee all relevant information (which should include statements taken from any fellow employees or other persons that the Society intends to rely upon against the employee).

Where the employee is unable to attend a disciplinary hearing and provides a good reason for failing to attend, the hearing will be adjourned to another day. Unless there are special circumstances mitigating against it. If the employee is unable to attend the rearranged hearing, the rearranged hearing will take place in the employee's absence. The employee's fellow worker or trade union official may attend in such circumstances and will be allowed the opportunity to present the employee's case. The employee will also be allowed to make written submissions in such a situation.

If an employee's companion (i.e. trade union official or fellow employee) cannot attend on the proposed date, the employee can suggest another date so long as it is within a reasonable period of time.

## **The disciplinary hearing**

A disciplinary hearing will normally be conducted by the appropriate supervisor/manager. Any member of staff responsible for the investigation of the disciplinary offence(s) shall not be a party to the disciplinary hearing, save to the

extent that such an individual may present any supporting facts and material to the disciplinary hearing. The employee will be entitled to be given a full explanation of the case against him/her and be informed of the content of any statements provided by witnesses. The employee will also be entitled to state his/her case in response to the Society's case and put forward an explanation of his/her conduct and/or mitigating factors.

The Society may adjourn the disciplinary proceedings if it appears necessary or desirable to do so (including for the purpose of gathering further information). The employee will be informed of the period of any adjournment. If further information is gathered, the employee will be allowed a reasonable period of time, together with his/her fellow worker or trade union official, to consider the new information prior to the reconvening of the disciplinary proceedings.

As soon as possible after the conclusion of the disciplinary proceedings, the appropriate supervisor/manager will convey the decision to the employee and will also inform the employee what disciplinary action, if any, is to be taken. The decision will be confirmed in writing. The employee will be notified of his/her right of appeal under this procedure.

### **Disciplinary action**

Where, following a disciplinary hearing, the Society establishes that disciplinary action is necessary, the following disciplinary action may be taken:

#### Stage 1 – Recorded Oral Warning (minor offence or offences)

If conduct or performance does not meet acceptable standards the employee will normally be given a recorded oral warning. The length the warning will remain 'live' will be a minimum of 3 months up to a maximum of 12 months (depending on the nature of the offence/misconduct). The warning, once spent, will be removed from the employee's record, subject to satisfactory conduct/performance. Further misconduct may render the employee liable to further disciplinary action at the next appropriate level.

Examples of offences that may attract a recorded oral warning (depending upon how serious) are:

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

However this list is not exhaustive and other offences may attract a recorded oral warning.

Recorded oral warnings will be carried out by an appropriate supervisor (i.e. Warehouse Supervisor/Transport Supervisor/Administration Supervisor). Where applicable the local shop steward may also be present during the hearing.

#### Stage 2 – First Written Warning



Where either a more serious disciplinary offence has been committed or further minor offences have been committed by an employee following a recorded oral warning that remains 'live', the employee will receive a first written warning.

The length the warning will remain 'live' will be a minimum of 6 months up to a maximum of 12 months (depending on the nature of the offence/misconduct).

The warning, once spent, will be removed from the employee's record, subject to satisfactory conduct/performance. Further misconduct may render the employee liable to further disciplinary action at the next appropriate level.

Examples of offences that may attract a first written warning (depending upon how serious) are:

- Breaches of procedures
- Lateness and poor attendance
- Poor performance

However this list is not exhaustive and other offences may attract a first written warning.

First written warnings will be carried out by an appropriate line manager (i.e. Warehouse Manager/Transport Manager/Administration Manager). Where applicable the local shop steward may also be present during the hearing.

### Stage 3 – Final Written Warning

If there is still failure to improve, or if the offence/misconduct/performance is sufficiently serious to warrant only one written warning but insufficiently serious to justify dismissal, a final written warning may be given to the employee. The length of the warning will remain 'live' for 12 months.

The warning, once spent, will be removed from the employee's record, subject to satisfactory conduct/performance. Further misconduct may render the employee liable to further disciplinary action at the next appropriate level.

Offences that may attract a final written warning are:

- Repetition of behaviour occasioning a previous warning
- Breaches of procedures relating to the health & safety of the employee and/or others
- Misuse of Society property
- Misuse of Time/Breach of Computer Security Procedure
- Actions liable to bring the Society into disrepute
- Unauthorised communications to the press, radio or TV regarding Society matters
- Foul or abusive language
- More serious or persistent standards of performance

This list is not exhaustive and other offences may attract a final written warning.

Final written warnings will be carried out by an appropriate line manager (i.e. Warehouse Manager/Transport Manager/Administration Manager). Where applicable the local shop steward (the local shop steward may request the support of the National Steward) may also be present during the hearing. Before a final written warning hearing is carried out the manager must have discussed the case with a HR Representative or have an HR Representative present at the hearing.

The warning (for the above levels) issued to the employee will:

- (i) set out the nature of the offence committed;
- (ii) inform the employee that further misconduct is liable to result in further disciplinary action under this procedure;
- (iii) specify the period for which the warning will remain 'live'; and
- (iv) state that the employee may appeal against the warning.

#### Stage 4 – Dismissal and Gross Misconduct

Where the employee has committed further acts of misconduct (these being acts of misconduct other than gross misconduct) following a final written warning, the employee may be dismissed with notice or with pay in lieu of notice.

Where the Society establishes that an employee has committed an act of gross misconduct, the employee may be summarily dismissed.

Gross misconduct is misconduct of such a serious and fundamental nature that it breaches the contractual relationship between the employee and the Society. In the event that an employee commits an act of gross misconduct, the Society will be entitled to terminate summarily the employee's contract of employment without notice or pay 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;
- serious breach of Society rules/procedures, including, but not restricted to health and safety rules and rules on computer use;
- gross negligence
- conviction to a criminal offence that is relevant to the employee's employment;
- conduct that brings the Society into disrepute;
- sexual misconduct at work;
- fighting with or physical assault on another person;
- deliberate damage or misuse of Society property;
- drunkenness or being under the influence of alcohol or illegal drugs whilst at work;
- possession, custody or control of illegal drugs on Society property
- serious negligence which causes unacceptable loss, damage or injury;

- serious act of insubordination
- discrimination or harassment of a fellow employee/worker on the grounds of sex, sexual orientation, race, disability, age, or religion or belief

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

In exceptional circumstances as an alternative to dismissal, an employee may be

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

The above sanctions may be imposed in conjunction with other forms of disciplinary action.

Dismissals will only be carried out by an appropriate line manager (i.e. Warehouse Manager/Shift Manager/Transport Manager). Where applicable the local shop steward may also be present. Before a dismissal hearing the manager must have discussed the case with a HR representative or have a HR representative present at the hearing.

## **Appeal**

An employee may appeal against any disciplinary sanction imposed against him/her. The appeal will be heard by the appropriate level of manager who has not been involved in the decision to impose the disciplinary sanction on the employee, as set out below. The manager is obliged to consider any representations made by the employee, the employee's fellow employee or trade union official and those of the manager who conducted the investigation and the manager who conducted the disciplinary hearing and imposed the disciplinary sanction.

The manager hearing the appeal must decide on the basis of both sets of representations, together with any subsequent facts that may have come to light, whether to uphold the disciplinary sanction. In the event that the manager finds for the employee, the manager shall allow the appeal and shall remove all records of the disciplinary sanction from the employee's record. In the event that the manager does not accept the representations made by or on behalf of the employee, the manager must uphold the disciplinary sanction.

When lodging an appeal, the employee should:

- (a) do so in writing to the appropriate level manager within 7 days of receiving the letter confirming the outcome of the disciplinary hearing; and
- (b) set out the grounds of appeal; and
- (c) whether he/she is appealing against the finding that he/she has committed the alleged act or acts of misconduct, or against the level of disciplinary sanction imposed.

Appeal hearings will take place within 7 days of receipt of the employee's written notice of appeal. If this is not feasible the manager should notify the employee/an

or local shop steward of this in writing giving a actual date for the hearing to take place, which must be within a reasonable timeframe.

Upon completion of the appeal, the manager conducting the hearing will convey his/her decision to the employee. The Society's decision at the appeal is final. The decision will be confirmed in writing within 7 days.

In the event of dismissal there will be an additional stage of appeal available to the employee. This should be made to the appropriate manager (as outlined below) within 7 days of receipt of the written outcome of the first appeal.

The nominated manager should investigate and advise the employee of the decision as specified below. If it is not feasible to respond within the time specified the Manager should notify the employee/and or local shop steward of this and an anticipated date of response.

The second stage of appeal for dismissals exhausts the Society's disciplinary procedure.

### **Responsibilities for appeals**

Appeals against recorded oral warning need to be addressed to and heard by a line manager (i.e. warehouse manager/transport manager/shift manager). Where applicable the local shop steward may also be present. The line manager should investigate the appeal and respond to the employee within 7 days. Where this is not feasible due to exceptional circumstances the Manager should notify the employee/an or local shop steward of this in writing and an anticipated date of response.

Appeals against first written warnings need to be addressed to and heard by the Distribution Manager. Where applicable the local shop steward may also be present. The manager should investigate the appeal and respond to the employee within 7 days. Where this is not feasible due to exceptional circumstances the Manager should notify the employee/an or local shop steward of this in writing and an anticipated date of response.

Appeals against final written warnings need to be addressed to and heard by the Distribution Manager. Where applicable the local shop steward may also be present. The manager should investigate the appeal and respond to the employee within 7 days. Where this is not feasible due to exceptional circumstances the Manager should notify the employee/an or local shop steward of this in writing and an anticipated date of response.

Appeals against dismissal need to be addressed to and heard in the first instance by the Distribution Manager. Where applicable the National Shop Steward may also be present along with his/her accompanying local shop steward. The manager should investigate the appeal and respond to the employee within 7 days. Where this is not feasible due to exceptional circumstances the Manager should notify the employee/an or local shop steward of this in writing and an anticipated date of response.

There is an additional stage of appeal for employee's who have been dismissed. The second stage of appeal needs to be addressed to and heard by the Regional Operations Manager. Where applicable the Full Time Official/Area Organiser may also be present along with their nominated union representative. The manager should investigate the

appeal and respond within an agreed reasonable timescale. Where this is not feasible due to exceptional circumstances the Manager should notify the employee/an or local shop steward of this in writing and an anticipated date of response.

**APPENDIX SEVEN**  
**COMMUNICATION STRATEGY**

**The Communication Strategy for Co-operative Retail Logistics**

**Co-operative Retail Logistics (CRL) believes in the following core communication philosophy**

**“There are no failures, only outcomes”**

CRL recommends that all professional relationships, throughout the organisation, should be conducted in a spirit of mutual respect.

Colleagues are encouraged to:

1. Speak and listen effectively to each other.
2. Build rapport within teams and with each other.
3. Be aware of their own and other people's body language.
4. Give sincere acknowledgement and feedback. Be open to and, where appropriate, seek sincere acknowledgement and feedback.
5. Ask positive questions of themselves and colleagues in the workplace.
6. Respect their own, other peoples and other department's personal and professional boundaries and use the DESC system to help reassert those boundaries.
7. Understand and manage their own and other people's anger.

These values are based around the belief that the quality of interpersonal communication within CRL directly affects the quality of life of employees and the effectiveness of the organisation. In this culture, blame is not an option, but taking responsibility is.

**APPENDIX EIGHT**  
**COMMUNICATION STRATEGY**

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## **APPENDIX NINE**

### **CO-OPERATIVE RETAIL LOGISTICS** **POLICY ON VIOLENCE IN THE WORKPLACE**

Co-operative Retail Logistics (CRL) acknowledges and accepts the Health and Safety Executive definition of violence in the workplace as:

‘Any incident in which an employee is abused, threatened or assaulted in circumstances arising out of the course of his or her employment.

It is CRL policy that reasonable steps will be taken to protect employees from exposure to violence at work.

In order to implement this policy, senior management must ensure that:

1. All premises within their operation are individually assessed for the potential risk of violence to employees and that physical prevention measures and operating systems of work are implemented to reduce any such risk to the minimum practicable.
2. All employees are informed of the risk to them of violent incidents and are suitably trained in the procedures adopted to reduce risk and in those that must apply in the event of an act of violence.
3. All employees are aware of and use the Society reporting system for all acts of violence occurring.
4. An emergency plan detailing the action to be taken following a serious act of violence exists, and that sufficient operational staff are trained to give immediate support to employees that have suffered from such an act.
5. That specific arrangements, either internal or external, exist for the counselling of staff suffering from the longer term ill health effects that may arise from involvement in an act of violence.

All employees are reminded that when faced with the threat of violence, their first consideration must be to protect their own safety and that of colleagues and members of the public rather than Society property.