



# **Co-op Support Collective Agreement**

Between Co-op and Usdaw



## 1. Introduction

This agreement is made between Co-operative Group Limited (Co-op) and USDAW and effective from 1<sup>st</sup> April 2020. The review date for the agreement is 1<sup>st</sup> April and pay negotiations for the colleagues covered by this agreement will be held annually.

### a) Scope

This agreement covers all colleagues in Grades D-H in the current Co-op Grading Structure, except for;

- Store colleagues
- Funeralcare colleagues covered by the Funeralcare Agreement or the Coffin Factory Agreement
- Colleagues in Insurance and CFSMS
- Logistics colleagues covered by the National Supervisory, NWCA, NTA or any other collective agreement covering colleagues employed in a Co-op distribution centre

The Co-op recognises USDAW as the sole representative and negotiating body for colleagues covered by this agreement pursuant to a separate recognition agreement.

Colleagues are also covered by a number of policies, some of which may be referred to in this agreement. The Co-op consults its trade unions about these policies, but they aren't contractual unless expressly stated.

USDAW and Co-op agree that this agreement is not legally binding between the parties. USDAW is entering into this agreement on behalf of its members and the provisions of paragraphs 2, 3, 4, 5 and 6 shall be incorporated into individual contracts of employment for all colleagues covered by this agreement.

### b) Termination of agreement

The Co-op or USDAW can terminate this agreement by giving six months written notice.

## 2. Hours of work

The standard full-time hours of work for colleagues covered by this agreement are 37.5 hours per week, 39 hours per week for colleagues working within a Co-op distribution centre, and 40 hours per week for some colleagues in Co-op Healthcare.

### 3. Overtime

All overtime working must be approved in advance.

Colleagues at Grades F\*, G and H are eligible for overtime premium payments.

Colleagues at Grades D and E will not be eligible for overtime payments unless in exceptional circumstances, as set out below:

- to maintain business service levels by responding to incidents
- system changes and upgrades
- completion of critical project work
- unexpected, unplanned or critical activities required to maintain business continuity

In such cases, overtime worked at Grades D and E will be paid at the same premium payment as colleagues in Grades F, G and H. Alternatively, colleagues at Grades D and E can take time off in lieu for the hours worked, as agreed with their manager

Overtime working at Grades D and E must be pre-approved by their line manager, or a manager at Grade C or above if their line manager is Grade D or below.

\* Note that overtime is not paid to managers and supervisors in Funeralcare Operations who are employed on an 'all-inclusive salary' basis - time off in lieu for any additional hours worked will be agreed.

#### Overtime Premium Rates

When agreed overtime is worked, it will be paid at the rates shown in the table below.

Overtime rates apply for hours worked above the standard working hours for the role (either 37.5, 39 or 40 hours per week).

Colleagues working part-time will need to work in excess of the standard working hours before overtime rates are paid, except for Bank Holidays where premium rates will apply even if the standard working week hours have not been worked.

Overtime Worked	Rate
Monday – Saturday	Time and a half
Sunday/Bank holiday	Double time

There are separate arrangements for colleagues in Grades F, G and H whose normal working pattern includes weekend working – see appendix 1.

## 4. Holidays

The holiday year runs from 1 April to 31 March. The annual holiday entitlement is;

Years' service*	Holidays (FTE)
0-2	28
2	29
3	30
4	31
5	32

\*This is years' service at the start of each holiday year. Holiday entitlement only goes up from 1<sup>st</sup> April once a work anniversary has passed, rather than on the day of the work anniversary.

Holiday entitlement for part-time colleagues is prorated based on their contractual hours as a percentage of the full time equivalent.

Holiday is accrued on the basis of completed days of service.

All requests for holidays should be made in advance and approved by the colleague's line manager before being taken.

Colleagues can carry forward up to 5 days (pro-rated for colleagues who work part-time) with agreement from their manager.

### a) Bank/Public holidays

Except for those colleagues whose normal working hours include bank/public holidays and are covered by Appendix 1, colleagues will receive paid time off, at basic rate, for the following bank/public holidays;

In England and Wales the bank/public holidays are:

- Good Friday
- Easter Monday
- Early May bank holiday (normally first Monday in May)
- Spring bank holiday (normally last Monday in May)
- Summer bank holiday (normally last Monday in August)
- Christmas Day
- Boxing Day
- New Years' Day

In Scotland the bank/public holidays are:

- Christmas Day
- Boxing Day
- New Years' Day
- 2nd January
- Five other bank/public holidays to be agreed locally

In Northern Ireland the bank/public holidays are:

- Easter Monday
- Easter Tuesday
- Early May bank holiday (normally first Monday in May)
- 12<sup>th</sup> & 13<sup>th</sup> July (Battle of the Boyne) or 2 other days to be agreed locally
- Christmas Day
- Boxing Day
- New Year's Day

## **b) Holiday pay**

Effective from 6<sup>th</sup> April 2020, holiday pay is calculated on the basis of a colleague's average earnings over the rolling previous 52 weeks or their basic salary, whichever the higher.

If a colleague has less than 52 weeks service, holiday pay will be calculated on the basis of a colleague's average earnings over the total number of weeks during which they have been employed with Co-op, or their basic salary, whichever the higher.

Please see appendix 3 which sets out the pay elements which are currently included in the holiday pay calculation referred to above. Please note that these elements may be reviewed from time to time, to ensure that Co-op complies fully with legal and contractual obligations.

## **c) Payment of holidays for leavers**

When colleagues leave the Co-op, they're entitled to receive payment for any accrued but untaken holidays. This is calculated by taking the amount of holiday accrued since the previous 1<sup>st</sup> April and deducting any holidays already taken.

If a colleague has taken more holidays than they have accrued at the point they leave the Co-op, then the Co-op will deduct the salary equivalent (calculated as above) for the overtaken holidays from the colleagues' final pay.

## **5. Sick pay**

Colleagues who are unable to work because of illness are entitled, subject to the Co-op Absence Policy, to the following Co-op Sick Pay (CSP) in a rolling 12 month period. To be eligible for this entitlement, colleagues need to follow the absence reporting process in the [Co-op Absence Policy](#). The Policy also covers circumstances in which Co-op Sick Pay made not be paid.

<b>Service</b>	<b>Entitlement</b>
During probationary period	0 weeks
After successful completion of probationary period	30 weeks full pay

If colleagues qualify for Statutory Sick Pay (SSP) and CSP, then CSP will be paid as the difference between SSP and the colleague's normal pay. Sick pay is subject to normal payroll deductions.

If there is a bank/public holiday while the colleague is receiving sick pay, then this day won't count for the purposes of sick pay entitlement.

The Co-op may, at its discretion, extend a colleague's sick pay beyond 30 weeks in limited circumstances - see appendix 2.

## 6. Termination of Employment

If colleagues wish to terminate their employment with Co-op, they need to provide notice as set out in the table below.

If the Co-op wishes to terminate a colleagues' employment, they will be entitled to the period of notice set out in the table below, unless the colleague is being summarily dismissed in which case no notice will be given or payment made in lieu of notice.

- Grades D-F**

Service	Colleague Notice	Co-op Notice
During probationary period	4 weeks	4 weeks
After successful completion of probationary period	13 weeks	13 weeks

- Grades G-H**

Service	Colleague Notice	Co-op Notice
During probationary period	1 week	1 week
After successful completion of probationary period – up to 4 years continuous service	4 weeks	4 weeks
After 5 years continuous service	4 weeks	Notice will increase by 1 week for every year of continuous service up to a maximum of 12 weeks

## 7. “Heritage” Terms and Conditions of Employment

As a reminder, the following was agreed as part of the 2019 negotiations:

Colleagues who have retained certain terms and conditions of employment relating to contracts which pre-date the Co-op Support agreement, will retain those terms until 31<sup>st</sup> December 2020. The specific terms and conditions which are retained are:

- Notice periods of colleagues in Grades D and E who remain on former Somerfield employment contracts
- Ex-Banking Group redundancy terms (either CFSMS, Bank or Britannia) of colleagues who have transferred from Bank and retained their ex-Banking Group contracts, who are issued with notice of redundancy up to and including 31<sup>st</sup> December 2020 (irrespective of their actual leaving date).

From 1<sup>st</sup> January 2021 these retained terms will lapse and the affected colleagues will adopt the standard terms and conditions which apply to the Co-op Support agreement at that time.

### Signed

*Andy Shepherd*

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On behalf of the Co-op\*

*John Gorle*

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On behalf of USDAW\*

22 December 2020

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Date

\*Note – agreed electronically due to the Covid19 restrictions



# Appendix 1 – Non-Standard Working Patterns

This appendix covers those colleagues in grades F, G and H whose roles involve contractual working patterns outside of a standard Monday - Friday working pattern. This will include those colleagues who are contractually required to work weekends and bank holidays. Such colleagues will be notified of this when appointed to the role.

This appendix does not apply to colleagues who typically work a standard working pattern but may occasionally need to work outside of their standard working pattern, or colleagues who may work outside of standard working pattern hours, but are covered by an all-inclusive salary, overtime, call out or standby arrangement (e.g. Managers and Supervisors in Funeralcare Operations).

## Hours of work

The standard working hours for colleagues covered by this appendix may include weekend working, therefore any day of the week may constitute a 'normal working day'.

## Pay

Colleagues whose normal working pattern involves Saturday and/or Sunday working will receive pay at their basic rate for those days.

Colleagues whose normal working pattern falls on a bank/public holiday and are required to work will receive pay at their basic rate, will be given a day off in lieu to be taken either the week prior or week after the bank/public holiday. This will be managed locally.

## Overtime

Any authorised overtime hours in excess of the standard working hours under the agreement (37.5, 39 or 40 hours as appropriate) will be paid in line with the overtime rates in the main agreement.

## Night working

Colleagues who are required to work between 10:00pm and 6:00am will receive an additional 20% of their basic pay rate for those hours.





# Appendix 2 - Sick Pay Discretion Criteria

Sick pay entitlement is 30 weeks full pay for all colleagues covered by this agreement, who have completed their probationary period

The Co-op reserves the right to exercise discretion to extend sick pay for colleague in exceptional circumstances. This document sets out criteria which may be considered for the discretionary extension of colleague sick pay.

## Criteria

Consideration for extension of sick pay may be given in the following circumstances;

- Where the colleague has been diagnosed with a terminal illness, with a life expectancy of 12 months or less at the point that discretion is being exercised
- Where the colleague's absence is caused by an accident or incident that took place while working for the Co-op that was not caused by the colleague's own negligence
- Where the extension of colleague sick pay would be considered as a reasonable adjustment in cases of colleagues with disabilities
- Where the colleague's application for ill-health retirement or GIP is still pending

This list is not exhaustive and cases of sickness absence of similar severity will be considered on their merits.

In all cases, no extension to sick pay will be granted where the colleague is already involved in any formal disciplinary, performance or absence proceedings. Discretion will not be given where the colleague has given, or been given, notice of termination of their employment with Co-op.

In all cases when discretion is granted, the maximum extension to sick pay that will be given is 22 weeks full pay, in addition to the 30 weeks contractual entitlement. This may be longer in exceptional cases.

## Process

Any decision regarding the extension of sick pay must be referred to the appropriate HR Director, or delegated authority, for the relevant business unit, who will consider each case on its merits. Their decision is final and there is no right of appeal.



## Appendix 3 - Pay elements included in holiday pay calculation (as at April 2020)

- Basic Pay
- All overtime premiums
- All shift premiums, including any night shift allowance, premium hours payments, weekend working allowances and unsociable hours premiums
- Sickness payments
- Call out payments
- Standby payments
- Commission payments
- First Aid payments
- Non-consolidated ASR payments
- Location payments