

Appendix TWO

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.

Appendix 1
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 7th 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.