

# The Co-operative Group Retail Agreement 2020 (Customer Team Member and Team Leader)

## 1. Introduction

This agreement is made between Co-operative Group Limited (Co-op) and USDAW and is effective from 1<sup>st</sup> April 2020. The agreement is reviewed annually on 1<sup>st</sup> April.

### a) Scope

This agreement covers store based retail colleagues employed by the Co-op as Customer Team Members, Team Leaders, Post Office Counter Assistants and Post Office Supervisors.

These terms are automatically incorporated into the contracts of employment of all such retail colleagues, except where stated otherwise.

The Co-op recognises USDAW as the sole representative and negotiating body for colleagues covered by this agreement in accordance with 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. Each party agrees to take all practical steps to ensure its application.

This agreement will supersede and take precedence over any earlier applicable Collective or Local Agreement.

### b) Termination of agreement

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

## **2. Pay Rates**

### ***Customer Team Members and Post Office Counter Assistants***

From 1<sup>st</sup> April 2020, the hourly rate for Customer Team Members and Post Office Counter Assistants is **£9.00**.

This rate will be paid regardless of length of service in the role.

### ***Team Leaders and Post Office Supervisors***

From 1<sup>st</sup> April 2020, the hourly rate for Team Leaders and Post Office Supervisors is **£9.75**.

This rate will be paid regardless of length of service in the role.

### ***Customer Team Member - Skilled Butchers Premium***

Skilled Butchers will receive an additional skills premium payment of a minimum of 50p an hour. This is on top of the usual hourly rate.

### **Re-levelled Pay**

Colleagues receiving re-levelled pay will have their base pay increased in line with pay reviews. Their re-levelled pay will be reduced accordingly until it reaches zero.

### 3. Working Hours

The standard full time hours for colleagues covered by this agreement are 39 hours per week.

Shift patterns will be confirmed two weeks in advance wherever possible. This also applies to Christmas working, although trading hours and discussions about requirements to work will take place in advance of schedules being run. This is non-contractual and may change as required by the business.

### 4. Rest Breaks

Break rules for colleagues **over the age of 18** covered by this agreement are as follows:

Length of shift	Break
Less than 4 hours	No break
4 hours to 6 hours	1 x 15 minute paid break
6 hours to 7.5 hours	1 x 20 minute paid break
7.5 hours or more	2 x 15 minute paid break and 1 x 30 minute unpaid break

Exceptions will be considered for colleagues who work shifts of 8 hours or more and require a 60 minute break because of carer responsibilities.

Colleagues who are **under 18** are entitled to the following breaks:

Length of shift	Break
Less than 4 hours	No break
4 hours to 4.5 hours	1 x 15 minute paid break
4.5 hours to 7.5 hours	1 x 15 minute paid break and 1 x 30 minute unpaid break
7.5 hours or more	2 x 15 minute paid break and 1 x 30 minute unpaid break

Rest breaks normally given to full-time colleagues shall apply equally to part-time colleagues who work four hours a day or more.

### 5. Punctuality

Punctuality rules for colleagues covered by this agreement are shown below:

- Colleagues clocking in 2 minutes or less prior to their start time will have their time rounded to their scheduled start time
- Colleagues clocking out 2 minutes or less after to their end time will have their time rounded to their scheduled end time
- Colleagues who clock 2 minutes late / early will have their clocks rounded to their scheduled start / end times.

Please note, the Co-op may change these rules from time to time.

## **6. Premium Payments**

All premium rates are calculated using a colleague's basic hourly rate.

Premium payments shall not be compounded. Where more than one premium may apply, only the higher premium shall apply.

### **Overtime**

Colleagues covered by this agreement are entitled to paid overtime, and there will be no option for the equivalent time off in lieu.

Customer Team Members/Post Office Counter Assistants will be paid at time-and-a-half for any hours worked in excess of 39 per week.

Team Leaders/Post Office Supervisors will be paid at their usual hourly rate for hours worked in excess of 39 per week up to 45 hours, where their overtime is capped.

### **Late Night Working**

Colleagues required to work between the hours of 10pm and 6am inclusive (Monday to Saturday) will be paid time-and-a-third.

This applies only when an overtime rate is not payable for those hours.

### **Bank Holiday Premium Payments**

The premium rate for Christmas Day, Boxing Day or New Year's Day is to be paid at time-and-a-half for any hours worked on these days.

This rate will also be paid for hours worked after 6pm on Christmas Eve and New Year's Eve.

### **Call Out Payment**

Team Leader colleagues required to attend premises out of hours shall receive a minimum payment of £20 for the first hour and a further £10 for each subsequent hour up to a maximum of £60 per call-out.

## 7. Sick Pay

Co-op sick pay is paid to colleagues who are absent from work due to sickness or injury, subject to the provisions of the Co-op Absence Policy.

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 may not be paid.

Co-op Sick Pay is intended to complement Statutory Sick Pay (SSP). For colleagues who qualify for SSP, Co-op sick pay is paid in addition to SSP up to their Basic Salary. In these circumstances, Co-op sick pay entitlement is the difference between SSP and the colleague's Basic Salary.

All colleagues covered by this agreement will not receive Co-op sick pay for the first three working days of any period of sickness absence.

Co-op sick pay entitlement is paid at Basic Salary and is based on length of service, as shown in the following table;

Service	Entitlement (weeks pay)
Less than 1 year	0
1 year but less than 2 years	1
2 years but less than 3 years	2
3 years but less than 4 years	4
4 years but less than 5 years	6
5 years but less than 6 years	9
6 years but less than 7 years	13
7 years but less than 8 years	18
8 years but less than 9 years	22
9 years but less than 10 years	26
10 years or more	30

The entitlement applies to any rolling 12 month period.

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

When Co-op sick pay and statutory sick pay is exhausted, the Co-op will send a changeover form to colleagues so that they can claim incapacity benefit.

## Compulsory Absence

Where a colleague is compelled by a medical authority to be absent from work following contact with a notifiable disease, this will be classed as special leave with pay, rather than sickness absence. If any benefits are paid under any statutory or local authority regulations, the Co-op shall pay the amount necessary to make up the normal wage.

## Freedom from Fear

Where a colleague is absent from work as a result of a physical or psychological injury sustained due to conflict with or abuse from a member of the public, and where the Co-op considers the incident to be sufficiently serious to warrant a period of absence, the Co-op will recognise the severity of the situation and allow a period of paid leave of absence without such absence being taken into account for the purposes of calculating future entitlement to sick pay.

## 8. Holidays

### a) Holiday Entitlement

The holiday year runs from 1 April to 31 March.

The annual holiday entitlement for full-time colleagues is set out in the table below. Holiday entitlement for part-time colleagues is calculated on a pro rata basis, based on their basic contractual hours as a percentage of the full time equivalent.

#### **Customer Team Members:**

Service*	Entitlement (days)
Less than 2 years	31
2 years but less than 3 years	32
3 years but less than 4 years	33
4 years but less than 5 years	34
5 years but less than 10 years	35
10 years but less than 15 years	36
15 years but less than 20 years	37
20 years or more	38

#### **Team Leaders:**

Service*	Entitlement (days)
Less than 5 years	36
5 years but less than 15 years	38
15 years or more	39

\*Length of service is based on full years worked at the start of the holiday year. Holiday entitlement is therefore increased from 1<sup>st</sup> April once a work anniversary has passed, rather than on the day of the work anniversary.

The holiday entitlement incorporates 8 bank holidays and one additional floating day.

Holiday entitlement for colleagues joining or leaving the Co-op's employment during the holiday year will be calculated on a pro rata basis. 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 may be scheduled to work on any day, including bank/public holidays.

Colleagues may be required to take annual leave on days where their workplace is closed, particularly bank/public holidays.

Carry over of holidays is permitted in exceptional circumstances only and with prior agreement. A colleague must have taken their statutory minimum holiday entitlement of 28 days' leave (which may include time off for bank holidays).

#### **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 pay, 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 pay, whichever the higher.

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.

Please see appendix A 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 we are complying fully with our legal and contractual obligations.

## **9. Death Benefit Scheme**

The Co-op provides a Death Benefit Scheme for colleagues. Colleagues become eligible from the date that their employment commences.

A sum equal to one year's wages (subject to a minimum of £5000) will be paid to the beneficiary of a colleague who dies in service.

Payment of the benefit is at the absolute discretion of the Scheme Trustees in accordance with the Scheme Rules.

## **10. Dental and Medical Appointments**

The Co-op provides a specific policy in relation to time off work for dental or medical appointments. Ideally most appointments will be arranged outside of colleagues working hours. The policy does however recognise that colleagues will have little control over the times of hospital appointments, so these will be paid if they fall within a colleague's normal working hours. Usdaw will be consulted about any changes to this policy.

## **11. Compassionate Leave**

The Co-op wants to support colleagues when someone close to them dies or is seriously ill. A Compassionate Leave policy is provided which offers above the statutory leave provision. The aim of the policy is not to be overly prescriptive and due consideration will be given to the particular circumstances. Usdaw will be consulted about any changes to this policy.

## **12. Emergency Leave**

The Co-op recognises that colleagues may occasionally have to deal with unexpected emergencies at home and provides a specific policy.

The Co-op will consider the options available to ensure that colleagues can be provided with a reasonable amount of time off to deal with an emergency situation. Although emergency leave is normally unpaid, options will be explored to ensure that wherever possible pay is unaffected.

Usdaw will be consulted about any changes to this policy.

**The provisions referred to at points 10, 11 and 12 are additional benefits/leave entitlements which are currently offered but are not contractual and may be withdrawn or varied from time to time.**



**Signed for and on behalf of:**

**The Co-operative Group Limited** .....

**USDAW** .....

**Date** .....

**Appendix A:** Pay elements included in holiday pay calculation (as at April 2020)

- Basic Pay
- All overtime premiums
- All shift premiums, including 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
- Charge Hand payment
- Freezer Allowances
- Fork Lift Truck Allowances

**Appendix B:** Location Allowance for CTMs and Team Leader Colleagues in stores

Scanned letter to be appended